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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

February 17, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise renewal options and amend four contracts with vendors by increasing the Price Limitation by \$6,555,737 from \$6,649,815 to \$13,205,552 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval, and extend the Completion Date from June 30, 2015 to June 30, 2017, effective the date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 47, 48, 49, and June 5, 2013, Item number 95, and amended June 18, 2014, Item #89. 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	Vendor Location	Current Modified Budget	Total Increase	Revised Modified Budget
Community Action Program of Belknap and Merrimack Counties, Inc	Concord, NH	1,984,552	1,943,576	3,928,128
Goodwin Community Health	Somersworth, NH	924,110	977,714	1,901,824
Southern New Hampshire Services, Inc	Manchester, NH	3,069,527	2,940,603	6,010,130
Southwestern Community Services, Inc	Keene, NH	671,626	693,844	1,365,470
TOTAL		\$6,649,815	\$6,555,737	\$13,205,552

Funds to support this request are anticipated to be available in SFY 2016 and SFY 2017 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

See attachment for financial details

EXPLANATION

This requested action seeks approval of four agreements that represent \$6,555,737 to be spent statewide to continue to provide direct nutrition services monthly to low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program has shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low-income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and clients statewide would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

As referenced in the original Governor and Council letters and in the Exhibit Cs, these competitively procured Agreements have the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

Contracts were awarded to these four vendors through a competitive bid process. The bid scoring summary is attached.

The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout each fiscal year;
- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;

- Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months;
- Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program; and
- Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

Area to be served is statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

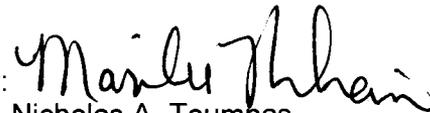
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

100% Federal Funds

Community Action Program of Belknap and Merrimack Counties, Inc Vendor # 177203 B003 PO # 1060585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	380,450.00	-	380,450.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	199,694.00	-	199,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	40,087.00	-	40,087.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	56,761.00	-	56,761.00
			Sub-Total	992,453.00	-	992,453.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	382,296.00	-	382,296.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	199,694.00	(9,877.00)	189,817.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	40,087.00	(3,357.00)	36,730.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	54,561.00	2,000.00	56,561.00
			Sub-Total	992,099.00	(11,234.00)	980,865.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	187,773.00	187,773.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	978,905.00	978,905.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	184,773.00	184,773.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	975,905.00	975,905.00
			Sub-Total	1,984,552.00	1,943,576.00	3,928,128.00

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	252,288.00	-	252,288.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	24,119.00	-	24,119.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	30,718.00	-	30,718.00
			Sub-Total	461,983.00	-	461,983.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	252,732.00	-	252,732.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	24,119.00	(574.00)	23,545.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	30,418.00	2,000.00	32,418.00
			Sub-Total	462,127.00	1,426.00	463,553.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	5,959.00	5,959.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	5,959.00	5,959.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
			Sub-Total	924,110.00	977,714.00	1,901,824.00

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

Southern New Hampshire Services, Inc

Vendor # 177198 B006

PO #

1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	641,900.00	-	641,900.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	203,282.00	-	203,282.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	61,694.00	-	61,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	100,968.00	-	100,968.00
			Sub-Total	1,532,558.00	-	1,532,558.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	645,111.00	-	645,111.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	203,282.00	(27,946.00)	175,336.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	61,694.00	(2,765.00)	58,929.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	102,168.00	2,000.00	104,168.00
			Sub-Total	1,536,969.00	(28,711.00)	1,508,258.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	165,589.00	165,589.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,491,852.00	1,491,852.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	151,199.00	151,199.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,477,462.00	1,477,462.00
			Sub-Total	3,069,527.00	2,940,603.00	6,010,130.00

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

Southwestern Community Services, Vendor # Vendor # 177511 R001 PO # 1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	169,615.00	-	169,615.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	15,912.00	-	15,912.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	22,763.00	-	22,763.00
			Sub-Total	329,062.00	-	329,062.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	171,317.00	-	171,317.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	15,912.00	(574.00)	15,338.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	34,563.00	2,000.00	36,563.00
			Sub-Total	342,564.00	1,426.00	343,990.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	4,961.00	4,961.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	30,352.00	30,352.00
			Sub-Total	-	348,209.00	348,209.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	4,961.00	4,961.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	26,352.00	26,352.00
			Sub-Total	-	344,209.00	344,209.00
			Sub-Total	671,626.00	693,844.00	1,365,470.00
			Total	6,649,815.00	6,555,737.00	13,205,552.00

Program Name WIC-CSFP-BFFC
 Contract Purpose Public health nutrition services
 RFP Score Summary

	Max Pts	Community Action Program Belknap Merrimack Counties, Concord, NH	Goodwin Community Health, Somersworth, NH	Southern New Hampshire Services, Manchester, NH	Southwestern Community Services, Keene, NH			
RFA/RFP CRITERIA								
Agency Capacity	30	29.33	26.00	20.67	19.67	0.00	0.00	0.00
Program Structure	50	45.00	39.50	31.67	39.00	0.00	0.00	0.00
Budget and Justification	15	13.33	12.00	15.00	15.00			
Format	5	5.00	4.33	3.33	3.00	0.00	0.00	0.00
Total	100	92.67	81.83	70.67	76.67	0.00	0.00	0.00

BUDGET REQUEST	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET REQUEST		1,977,206.00	921,404.00	3,061,126.00	656,504.00			
BUDGET AWARDED	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET AWARDED		1,977,206.00	921,404.00	3,061,126.00	656,504.00			

RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
1		Lisa Richards	Program Planner	DHHS, DPHS	Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years.
2		Margaret Murphy	Administrator	DHHS, DPHS	Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.
3		Marisa Lara	Health Promotion Advisor	DHHS, DPHS	Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.
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**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 2nd Amendment to the Community Action Program of Belknap and Merrimack Counties, Inc., contract (hereinafter referred to as "Amendment Two") dated this 9th day of February, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program of Belknap and Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 2 Industrial Park Drive, PO Box 1016, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, Item #48, and amended on June 18, 2014, Item #89, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$3,928,128

3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

- Exhibit B-1 (SFY 2015) Amendment #2 Budget
- Exhibit B-1 (SFY 2016) Amendment #2 Budget
- Exhibit B-1 (SFY 2017) Amendment #2 Budget

6. Delete Exhibit C and replace with Exhibit C Amendment #1



- 7. Add Exhibit C-1 Revisions to General Provisions
- 8. Delete Exhibit G and replace with Exhibit G Amendment #1

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

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

State of New Hampshire
Department of Health and Human Services

2/23/15
Date

[Signature]
Brook Dupee
Bureau Chief

Community Action Program of Belknap and
Merrimack Counties, Inc.

2/12/15
Date

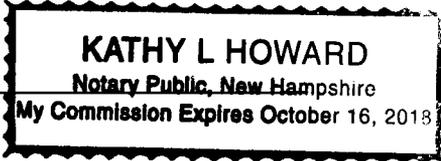
[Signature]
Name: Ralph Littlefield
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 2/12/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Kathy L. Howard, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 

Contractor Initials: RL
Date: 2/12/15



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

OFFICE OF THE ATTORNEY GENERAL

3/16/15
Date

Megan A. Judd
Name: Megan A. Judd
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 A – Amendment 2

SCOPE OF SERVICES

1. Project Description

Community Action Program of Belknap and Merrimack Counties, Inc., will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs (BFPC).

2. Required Activities

2.1. The Contractor shall:

- 2.1.1. Provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to (4303) participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.2. Provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to (1,874) (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.3. Ensure the Contractor's WIC Director attends the national education conference sponsored by the National WIC Association in May 2015.
- 2.1.4. Adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire WIC and CSFP State Plans, Policy and Procedure Manual, and the NH Administrative Rules.
- 2.1.5. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all program materials.
- 2.1.6. Be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
- 2.1.7. The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants. The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
- 2.1.8. The Contractor shall make referrals to Medicaid and the Food Stamp Program, and shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.1.9. The Contractor shall make nutrition education available to each WIC Program participant according to individual needs.
- 2.1.10. The Contractor shall be responsible for issuing food benefits in compliance with the Policy and Procedure Manual.



Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
 - 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
 - 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
 - 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
 - 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
 - 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
 - 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.
- 2.2. CSFP Warehouse Responsibilities
- 2.2.1. CSFP commodity foods shall be requested and accepted only in such quantities as can and will be used in accordance with the rates and recommended period of utilization designated by the State. Commodities shall not be sold, exchanged or otherwise disposed of without the specific written consent of the State. However, commodities may be transferred between Contractors upon the authorization of the State if determined to be in the best interest of the CSF Program.
 - 2.2.2. Adequate facilities and personnel shall be provided by the Contractor for the proper care, handling, storage and distribution of commodities to properly safeguard against theft, spoilage, and other loss in accordance with federal and State statutes and rules. Failure to provide such care will require full restitution to and as determined by the State.
 - 2.2.3. Commodities found to be damaged or out of condition and determined to be unfit for human consumption by Federal, State or local health officers or by other competent persons, shall be disposed of only in accordance with instructions from the State.
 - 2.2.4. All books and records pertaining to the receipt and use of commodities shall be kept for a period of three years from the close of the federal fiscal year to which they pertain.
 - 2.2.5. The State and the US Department of Agriculture reserve the right to inspect commodities in storage, the facilities used for storing such commodities and all records and reports pertaining to the distribution of commodities at any reasonable time.



Exhibit A – Amendment 2

- 2.2.6. The Contractor agrees to promptly pay such reasonable service charges as are assessed by USDA, the State, or private shippers to cover storage, processing, handling and delivery costs for which they are responsible. All funds accruing from the sale of containers, salvage of commodities, reimbursement from insurance, or recoveries from loss or damage claims shall be used to either replace lost food, reimburse the U.S. Department of Agriculture, or used for allowable program costs of the State commodity program in accordance with applicable Federal regulations and instructions, and according to the direction and approval of the State.
- 2.2.7. Shortages in or damages to commodities received from USDA must be immediately reported to the State if the amount exceeds 5% of the total shipment. All other loss and damage to commodities or complaints shall be reported at least monthly to the State. Upon an event creating a claim in favor of the Contractor from loss or damage of commodities caused by warehouse staff, a carrier or other person, the Contractor shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the State.
- 2.2.8. The Contractor assures the State that in its administration of Food Distribution Programs, it will comply with all requirements imposed by or pursuant to Part 15, Subpart A of Title 7, CFR, of the regulations of the US Department of Agriculture including amendments thereto after the date of this agreement. Federal food assistance is extended in reliance on the representations made herein.
- 2.2.9. The State reserves the right to discontinue immediately further shipments of United States Department of Agriculture donated foods to a Contractor who fails to comply with the general intents and purposes set forth in this agreement or any instructions issued pursuant thereto.
- 2.3. WIC & CSFP Administrative Responsibilities
- 2.3.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 2.3.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 2.3.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 2.3.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 2.3.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

RD

2/12/15



Exhibit A – Amendment 2

- 2.3.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
- 2.3.7. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the State.
- 2.3.8. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.3.9. Comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
- 2.3.10. Notify the State about planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.3.11. Conduct special projects as appropriate funding is received.
- 2.3.12. Complete and submit a quarterly time study of all WIC/CSFP/BFPC staff utilizing forms and instructions provided by the State Agency.
- 2.3.13. Submit a report on their progress towards meeting performance measures and a final report on the overall program goals and objectives at the end of the two-year contract period.

2.4. BFPC Responsibilities

- 2.4.1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program, provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
- 2.4.2. Adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire WIC State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
- 2.4.3. Administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
- 2.4.4. Assure adequate program support from local management. The appropriate definition of a peer counselor shall be:
 - 2.4.4.1. Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
 - 2.4.4.2. Paraprofessionals must provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.4.4.3. Must be recruited and hired from the target population.
 - 2.4.4.4. Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.4.5. Have a designated breastfeeding peer counseling program manager or coordinator at the local level.
- 2.4.6. Have defined job parameters and job descriptions for peer counselors.
- 2.4.7. Provide adequate compensation and reimbursement of peer counselors.

R-G

2/12/15



Exhibit A – Amendment 2

- 2.4.8. Assure training of local peer counseling management and clinic staff includes use of: *“Loving Support Through Peer Counseling”* curriculum and presentations.
- 2.4.9. Adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.4.10. Assure adequate supervision and monitoring of peer counselors.
- 2.4.11. Establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 2.4.12. Assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3.2. Reporting Requirements

- 3.2.1. Submit quarterly programmatic reports to the DHHS;
- 3.2.2. Submit annual programmatic reports to the DHHS; and
- 3.2.3. Submit monthly invoices to the DHHS for services provided.

4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 4.1.1. Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout the fiscal year;
 - 4.1.2. Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
 - 4.1.3. Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;
 - 4.1.4. Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months; and
 - 4.1.5. Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program.
- 4.2. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

R-R

2/12/15



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:

a. \$1,510,804 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$754,402 in SFY 2016 and \$754,402 in SFY 17.

b. \$70,103 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$3,357) in SFY 2015, \$36,730 in SFY 2016 and \$36,730 in SFY 17.

c. \$362,669 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734, (\$9,877) in SFY 2015, \$187,773 in SFY 2016 and \$184,773 in SFY 17.

\$1,943,576 Total

2 The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015 , SFY 2016 and SFY 2017 budgets (Exhibits B-1 Amendments #2). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

RR

2/12/15



Exhibit B Amendment #1

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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D-E
2/12/15

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Community Action Program of Belknap and
 Bidder/Contractor Name: Merrimack Counties, Inc

WIC, Commodity Supplemental Food and
 Budget Request for: Breastfeeding Peer Counseling Program
 (Name of RFP)

Budget Period: SFY 2015

Line Item	Contract Budget	Increase (Decrease)	Revised Budget	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ (6,599.00)	\$ -	\$ (6,599.00)	
2. Employee Benefits	\$ (1,555.00)	\$ -	\$ (1,555.00)	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ (504.00)	\$ -	\$ (504.00)	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ (795.00)	\$ -	\$ (795.00)	
6. Travel	\$ (526.00)	\$ -	\$ (526.00)	
7. Occupancy	\$ (2,697.00)	\$ -	\$ (2,697.00)	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ (18.00)	\$ -	\$ (18.00)	
Insurance	\$ (272.00)	\$ -	\$ (272.00)	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 150.00	\$ -	\$ 150.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ (418.00)	\$ -	\$ (418.00)	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ (11,234.00)	\$ -	\$ (11,234.00)	

Exhibit B-1 (SFY 2015) Amendment #2 Budget

Contractor Initials: RR

Date: 2/12/15

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Community Action Program of Belknap and
 Bidder/Contractor Name: Merrimack Counties, Inc

WIC, Commodity Supplemental Food and
 Budget Request for: Breastfeeding Peer Counseling Program
 (Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 546,501.00	\$ 26,259.00	\$ 572,760.00	
2. Employee Benefits	\$ 161,393.00	\$ 5,496.00	\$ 166,889.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,900.00	\$ -	\$ 1,900.00	
Purchase/Depreciation	\$ 400.00	\$ -	\$ 400.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ 5,040.00	\$ -	\$ 5,040.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,810.00	\$ -	\$ 2,810.00	
Office	\$ 24,065.00	\$ 1,125.00	\$ 25,190.00	
6. Travel	\$ 41,680.00	\$ -	\$ 41,680.00	
7. Occupancy	\$ 113,285.00	\$ 5,346.00	\$ 118,631.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,055.00	\$ 2,445.00	\$ 11,500.00	
Postage	\$ 8,640.00	\$ 1,410.00	\$ 10,050.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 2,380.00	\$ -	\$ 2,380.00	
Insurance	\$ 10,503.00	\$ 1,452.00	\$ 11,955.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 725.00	\$ -	\$ 725.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,450.00	\$ -	\$ 1,450.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 2,800.00	\$ 495.00	\$ 3,295.00	
Mobile Internet Services	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 933,877.00	\$ 45,028.00	\$ 978,905.00	

Indirect As A Percent of Direct

4.8%

Exhibit B-1 (SFY 2016) Amendment #2 Budget

Contractor Initials: RL

CH/DHHS/011414

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Date: 2/12/15

For DHHS use only

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

**Community Action Program of Belknap and
Bidder/Contractor Name: Merrimack Counties, Inc**

**WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)**

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 543,501.00	\$ 26,259.00	\$ 569,760.00	
2. Employee Benefits	\$ 161,393.00	\$ 5,496.00	\$ 166,889.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,900.00	\$ -	\$ 1,900.00	
Purchase/Depreciation	\$ 400.00	\$ -	\$ 400.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ 5,040.00	\$ -	\$ 5,040.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,810.00	\$ -	\$ 2,810.00	
Office	\$ 24,065.00	\$ 1,125.00	\$ 25,190.00	
6. Travel	\$ 41,680.00	\$ -	\$ 41,680.00	
7. Occupancy	\$ 113,285.00	\$ 5,346.00	\$ 118,631.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,055.00	\$ 2,445.00	\$ 11,500.00	
Postage	\$ 8,640.00	\$ 1,410.00	\$ 10,050.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 2,380.00	\$ -	\$ 2,380.00	
Insurance	\$ 10,503.00	\$ 1,452.00	\$ 11,955.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 725.00	\$ -	\$ 725.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,450.00	\$ -	\$ 1,450.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 2,800.00	\$ 495.00	\$ 3,295.00	
Mobile Internet Services	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 930,877.00	\$ 45,028.00	\$ 975,905.00	

Indirect As A Percent of Direct

4.8%

Exhibit B-1 (SFY 2017) Amendment #2 Budget

Contractor Initials: RR

CH/DHHS/011414

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Date: 2/12/15

For DHHS use only



SPECIAL PROVISIONS

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

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



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

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

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

RQ
2/12/15



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

[Handwritten Signature]
[Handwritten Date] 2/12/15



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance

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

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and Umbrella liability coverage in the amount of \$1,000,000 per occurrence.

P-R

2/12/15



**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- Amendment #1

Contractor Initials

R-Q

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

Date

2/12/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



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: Community Action Program of
Belknap and Merrimack Counties, Inc.

Date 2/12/15


Name: Ralph Littlefield
Title: Executive Director

Exhibit G- Amendment #1

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

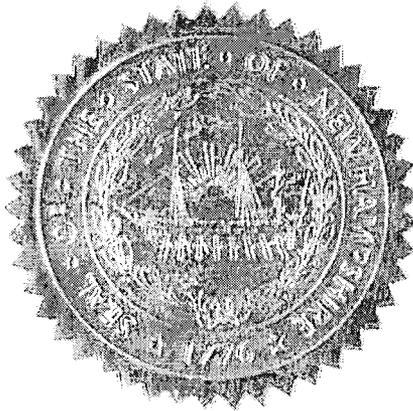
Contractor Initials RL

Date 2/12/15

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2014

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/18/2014, such authority to be in force and effect until 6/30/2017 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

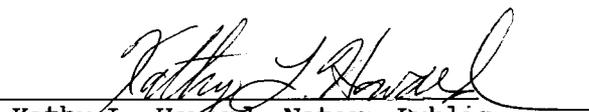
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 12th day of February, 2015.


Secretary-Clerk

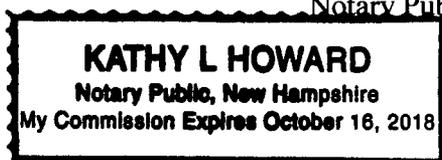
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 12th day of February, 2015, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:



COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U. S. Department of Housing and Urban Development
- U. S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on December 18, 2014, and has not been amended or revoked and remains in effect as of the date listed below.

2/12/2015

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2015

PRODUCER (603)669-3218 FAX: (603)645-4331

Cross Insurance

Laura Perrin

1100 Elm Street

Manchester

NH 03101

INSURED

Community Action Program

Belknap-Merrimack Counties Inc.

P.O. Box 1016

Concord

NH 03302

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Company

INSURER B: QBE

INSURER C: Hanover Insurance Co

18058

INSURER D: N.H.M.M. JUA

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	NCPKG02266000	6/17/2014	6/17/2015	MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	POLICY	PRO-JECT	<input checked="" type="checkbox"/>	LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				
A	ALL OWNED AUTOS	NCAUT0226600	6/17/2014	6/17/2015	BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS				
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR CLAIMS MADE				AGGREGATE \$ 5,000,000
					\$
A	DEDUCTIBLE	NCUMB02266000	6/17/2014	6/17/2015	\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	QWC3000372			<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> (3a.) NH	6/17/2014	6/17/2015	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below	All officers included			E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Directors & Officers	PHSD727025	4/1/2014	4/1/2015	\$1,000,000
C	Blanket Crime	BDV1649128	3/27/2014	3/27/2015	500,000
D	Professional	NHJUA11882	12/30/2014	12/30/2015	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5

ACORD 25 (2009/01)

INS025 (200901)

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RECEIVED

NOV 30 2014

Financial Statements

CAP - Belknap - Merrimack

**COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.**

**FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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To the Board of Directors
Community Action Program of Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2014 and 2013, and the related statements of cash flows for the years then ended and the statement of activities and the related notes to the financial statements for the year ended February 28, 2014.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 28, 2014 in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the schedules of revenues and expenditures, and refundable advances are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 2, 2014, on our consideration of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leane, McDonnell & Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2014 AND 2013**

	<u>ASSETS</u>	<u>2014</u>	<u>2013</u>
CURRENT ASSETS			
Cash		\$ 1,048,391	\$ 1,205,452
Accounts receivable		2,635,718	3,484,861
Prepaid expenses		<u>233,047</u>	<u>424,367</u>
Total current assets		<u>3,917,156</u>	<u>5,114,680</u>
PROPERTY			
Land, buildings and improvements		4,618,289	4,618,289
Equipment, furniture and vehicles		<u>6,153,197</u>	<u>5,935,585</u>
Total property		10,771,486	10,553,874
Less accumulated depreciation		<u>(6,393,172)</u>	<u>(5,928,189)</u>
Property, net		<u>4,378,314</u>	<u>4,625,685</u>
OTHER ASSETS			
Investments		94,439	82,419
Due from related party		<u>139,441</u>	<u>139,441</u>
Total other assets		<u>233,880</u>	<u>221,860</u>
TOTAL ASSETS		<u>\$ 8,529,350</u>	<u>\$ 9,962,225</u>
	<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES			
Current portion of notes payable		\$ 137,236	\$ 129,407
Accounts payable		1,578,759	2,022,052
Accrued expenses		1,120,302	1,179,626
Refundable advances		<u>912,848</u>	<u>1,070,024</u>
Total current liabilities		3,749,145	4,401,109
LONG TERM LIABILITIES			
Notes payable, less current portion shown above		<u>1,608,954</u>	<u>1,744,319</u>
Total liabilities		<u>5,358,099</u>	<u>6,145,428</u>
NET ASSETS			
Unrestricted		2,629,700	2,909,675
Temporarily restricted		<u>541,551</u>	<u>907,122</u>
Total net assets		<u>3,171,251</u>	<u>3,816,797</u>
TOTAL LIABILITIES AND NET ASSETS		<u>\$ 8,529,350</u>	<u>\$ 9,962,225</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2014
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Total</u>	<u>2013 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 16,799,982		\$ 16,799,982	\$ 19,545,688
Other funds	5,350,061	\$ 2,137,274	7,487,335	6,042,343
In-kind	793,868		793,868	1,066,723
United Way	86,102		86,102	150,918
	<u>23,030,013</u>	<u>2,137,274</u>	<u>25,167,287</u>	<u>26,805,672</u>
Total revenues and other support				
	23,030,013	2,137,274	25,167,287	26,805,672
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,502,845</u>	<u>(2,502,845)</u>		
Total	<u>25,532,858</u>	<u>(365,571)</u>	<u>25,167,287</u>	<u>26,805,672</u>
EXPENSES				
Compensation	8,042,123		8,042,123	8,633,277
Payroll taxes and benefits	2,398,215		2,398,215	2,245,454
Travel	289,138		289,138	318,080
Occupancy	1,195,834		1,195,834	1,244,115
Program services	10,867,215		10,867,215	11,402,347
Other costs	1,771,081		1,771,081	1,705,075
Depreciation	455,359		455,359	518,831
In-kind	793,868		793,868	1,066,723
	<u>25,812,833</u>	<u></u>	<u>25,812,833</u>	<u>27,133,902</u>
Total expenses				
	25,812,833		25,812,833	27,133,902
CHANGE IN NET ASSETS	(279,975)	(365,571)	(645,546)	(328,230)
NET ASSETS, BEGINNING OF YEAR	<u>2,909,675</u>	<u>907,122</u>	<u>3,816,797</u>	<u>4,145,027</u>
NET ASSETS, END OF YEAR	<u>\$ 2,629,700</u>	<u>\$ 541,551</u>	<u>\$ 3,171,251</u>	<u>\$ 3,816,797</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (645,546)	\$ (328,230)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	455,359	518,831
Donated equipment		26,080
Loss (gain) on sale of property	4,514	(3,242)
(Increase) decrease in current assets:		
Accounts receivable	849,143	(53,687)
Prepaid expenses	191,320	102,653
Increase (decrease) in current liabilities:		
Accounts payable	(443,293)	(420,496)
Accrued expenses	(59,324)	30,313
Refundable advances	(157,176)	(434,518)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>194,997</u>	<u>(562,296)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(214,202)	(139,369)
Investment in partnership	(12,020)	(8,128)
Proceeds from sale of property	1,700	7,250
NET CASH USED IN INVESTING ACTIVITIES	<u>(224,522)</u>	<u>(140,247)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(127,536)	(119,869)
NET CASH USED IN FINANCING ACTIVITIES	<u>(127,536)</u>	<u>(119,869)</u>
NET DECREASE IN CASH	(157,061)	(822,412)
CASH BALANCE, BEGINNING OF YEAR	<u>1,205,452</u>	<u>2,027,864</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,048,391</u>	<u>\$ 1,205,452</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 118,011</u>	<u>\$ 116,248</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting.

Basis of Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2014 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$541,551.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2013, from which the summarized information was derived.

Income Taxes

Community Action Program Belknap – Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

Community Action Program of Belknap-Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program of Belknap-Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2010.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its income tax returns for the years (2010 through 2013), for the

purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property is recorded at cost, except for donated assets, which are recorded at fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3-7 years

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$793,868 in donated facilities, services and supplies for the year ended February 28, 2014.

Advertising

The Organization expenses advertising costs as incurred.

2. **ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2014. The Organization has no policy for charging interest on overdue accounts.

3. **REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$912,848 as of February 28, 2014.

4. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2014 was \$344,450.

5. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 28, 2014, the annual lease expense for the leased facilities was \$499,120.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2015	<u>\$ 170,719</u>

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested in the amount of \$409,763 at February 28, 2014.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 28,

2014) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2014:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,207,288

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 28, 2014. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 420,075

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 97,874

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building. 20,953

Total 1,746,190
 Less amounts due within one year 137,236

Long term portion \$ 1,608,954

The scheduled maturities of long term debt as of February 28, 2014 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2015	\$ 137,236
2016	145,551
2017	154,380
2018	163,753
2019	173,709
Thereafter	<u>971,561</u>
	<u>\$ 1,746,190</u>

9. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2014:

Land	\$ 168,676
Building and improvements	4,449,613
Equipment and vehicles	<u>6,153,197</u>
	10,771,486
Less accumulated depreciation	<u>(6,393,172)</u>
Property and equipment, net	<u>\$ 4,378,314</u>

Depreciation expense for the year ended February 28, 2014 was \$455,359.

10. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2014. Monitoring has not indicated any discrepancies.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2014, approximately \$10,500,000 (41%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 28, 2014, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 28, 2014, there were no deposits in excess of the uninsured limits.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2014, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Agency Fuel Assistance Program	\$ 16,549
Nutrition and Elder Services	299,339
Software Program-FAP/EAP	781
Senior Center	122,980

Agency Head Start	66,659
Agency Family Planning and Prenatal Program	7,779
Agency Senior Companion Program	917
NH Rotary Food Challenge	4,010
Community Crisis	3,578
Other Programs	<u>18,959</u>
	<u>\$ 541,551</u>

13. STATEMENT OF FUNCTIONAL EXPENSES

The Statement of Activities discloses expenses by natural classification. The classification of expenses by function is summarized below:

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 7,660,060	\$ 382,063	\$ 8,042,123
Benefits and payroll taxes	2,260,251	137,964	2,398,215
Travel	287,914	1,224	289,138
Occupancy	1,092,520	103,314	1,195,834
Program services	10,867,215		10,867,215
Other costs:			
Accounting fees	25,184	21,734	46,918
Legal fees	31,545	881	32,426
Supplies	222,607	24,232	246,839
Postage and shipping	57,556	1,029	58,585
Equipment rental and maintenance	3,897	619	4,516
Printing and publications	10,254	38	10,292
Conferences, conventions and meetings	6,911	8,116	15,027
Interest	107,415	10,596	118,011
Insurance	222,040	31,074	253,114
Membership fees	11,133	13,097	24,230
Utility and maintenance	9,926	49,932	59,858
Other	877,324	23,941	901,265
Depreciation	448,943	6,416	455,359
In kind	<u>793,868</u>	<u> </u>	<u>793,868</u>
	<u>\$ 24,996,563</u>	<u>\$ 816,270</u>	<u>\$ 25,812,833</u>

14. RELATED PARTY TRANSACTIONS

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2014.

15. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program of Belknap-Merrimack Counties, Inc. is a limited liability company member of Community Provider Network of Central NH, LLC. The investment total at February 28, 2014 was \$35,000.

The Organization has also invested money relating to its Fix-it program in certain mutual funds. The fair market value of the mutual funds totaled \$59,439 at February 28, 2014.

ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 28, 2014, the Organization's investments were classified as Level 1 and 3 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds (at fair value)	\$ 47,419
Total gains or (losses) - realized /unrealized	8,702
Purchases	<u>3,318</u>
Ending Balance – mutual funds	<u>\$ 59,439</u>

Fair Value Measurements using Significant Unobservable Inputs (Level 3)

Beginning balance (at fair value)	\$ 35,000
Total gains or (losses) - realized/unrealized	<u>-</u>
Ending Balance	<u>\$ 35,000</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

17. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, and the NH Rotary Food Challenge. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 2, 2014, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH GRANTOR NUMBER	FEDERAL EXPENDITURES
<u>US DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Head Start	93.600	N/A	\$ 3,504,084
Through State of New Hampshire			
Weatherization-HRRP	93.568		96,098
Fuel Assistance	93.568	611001	4,171,602
Fuel Assistance-SEAS	93.044	611001	15,007
Title III Part C	93.045	410338	720,891
Community Services Block Grant	93.569	610155	424,474
Community Services Block Grant Discretionary	93.570		24,609
Title XX - Block Grant	93.667	410338	348,119
Family Planning	93.217	610237	110,552
Family Planning	93.568	610237	37,178
Family Planning	93.940	610237	7,590
Public Health Network - (ID-PICS)	93.069		26,422
Public Health Network - (ID-PICS)	93.283		899
Public Health Network - (ID-PICS)	93.888		6,053
Title III Part B Rural Transportation	93.044	410338	256,274
TANF - Home Visiting	93.558	N/A	71,829
Prenatal	93.994	520243	24,228
Merrimack County Service Link Program	93.778	N/A	67,905
Merrimack County Service Link Program	93.052	N/A	14,723
Merrimack County Service Link Program	93.867	N/A	7,832
Merrimack County Service Link Program	93.048	N/A	8,220
Merrimack County Service Link Program	93.779	N/A	17,503
Senior Medicare Patrol Program Capacity Building	93.046		19,910
Elder Services/NSIP	93.053	410338	181,207
Through Southern New Hampshire Services			
Workplace Success	93.558	N/A	322,549
Through Lakes Region Partnership for Public Health			
Marketplace Assister Services	93.525		13,916
			<u>10,499,670</u>
<u>US DEPARTMENT OF AGRICULTURE</u>			
Through State of New Hampshire			
WIC	10.557	611080	818,111
CSFP	10.565	611080	845,407
Senior Farmers Market	10.576		84,618
Surplus Food-TEFAP/Admin	10.568	N/A	134,633
Surplus Food-TEFAP	10.569	N/A	1,851,554
CACF Head Start/USDA	10.558	N/A	218,256
Summer Food-USDA	10.559		136,744
			<u>3,889,323</u>
<u>CORPORATION FOR NATIONAL SERVICES</u>			
Senior Companion	94.016	N/A	377,989
<u>US DEPARTMENT OF TRANSPORTATION</u>			
Through State of New Hampshire			
Concord Area Transit	20.509		461,941
Concord Area Transit-New Freedom	20.521		23,958
Concord Area Transit-JARC	20.516		44,707
Concord Area Transit	20.513		17,928
Winnepesaukee Transit System	20.509	68022	55,294
Winnepesaukee Transit System	20.521		3,831
5310 Capital Advance	20.513		87,321
Through County of Merrimack			
Rural Transportation	20.513		7,907
Volunteer Driver Program	20.513		71,778
			<u>774,665</u>

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Through New Hampshire Housing Finance Authority

Statewide Lead Abatement Program	14.900		1,493,227
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Through State of New Hampshire

New Start/Outreach Program	14.235	N/A	139,974
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Emergency Solutions Grant	14.231	N/A	23,654
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Homeless Prevention	14.235	N/A	30,743
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Supportive Housing Services	14.235		58,109
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1,745,707

US DEPARTMENT OF ENERGY

Through State of New Hampshire

Weatherization	81.042	551896	102,225
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MH Park Weatherization	81.042	N/A	60,177
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182,402

US DEPARTMENT OF LABOR

Through State of New Hampshire

Senior Community Service Employment	17.235	610063	410,669
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Through Southern New Hampshire Services

WIA-Adult Program	17.258	N/A	91,000
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WIA-Dislocated Worker Program	17.280	N/A	120,044
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621,713

TOTAL AWARDS EXPENDED

\$ 18,071,479

NOTE A - BASIS OF PRESENTATION

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. for the year ended February 28, 2014. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." Because the schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Action Program Belknap-Merrimack Counties, Inc.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE C - SUBRECIPIENTS

Of the federal expenditures presented in the schedule, Community Action Program Belknap-Merrimack Counties, Inc. provided federal awards to subrecipients as follows:

<u>CFDA Number</u>	<u>Program Name</u>	<u>Amount Provided</u>
14.900	Statewide Lead Abatement Program	\$135,423

NOTE D - FOOD COMMODITIES

Nonmonetary assistance is reported in the schedule at the fair market value of the commodities received and distributed.

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

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

To the Board of Directors
Community Action Program of Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2014, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 2, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material

weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

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

Purpose of this Report

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

*Leane, McDonnell & Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Directors
Community Action Program of Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2014. Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program of Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2014.

Report on Internal Control Over Compliance

Management of Community Action Program of Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leone, McDannell : Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc.
2. There were no significant deficiencies reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit as reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program of Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report in accordance with Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs include:
 - 93.568 Low-Income Home Energy Assistance
 - 93.217 Family Planning - Services
 - 10.558 Child and Adult Care Food Program (CACFP)
 - 10.559 Summer Food Service Program for Children
 - 10.565 Commodity Supplemental Food Program
 - 10.568 Emergency Food Assistance Program (Administrative Costs)
 - 10.569 Emergency Food Assistance Program (Food Commodities)
 - 94.016 Senior Companion Program
8. The threshold for distinguishing Type A and B programs was \$542,144.
9. Community Action Program of Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period 10/1/12-9/30/13</u>	<u>Grant Period 10/1/13-9/30/14</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 1,067,482	\$ 3,104,120	\$ 4,171,602
Other	424		424
	<u>\$ 1,067,906</u>	<u>\$ 3,104,120</u>	<u>\$ 4,172,026</u>
Expenditures			
Personnel	\$ 163,519	\$ 112,614	\$ 276,133
Fringe benefits	35,412	26,345	61,757
Travel	2,581	1,610	4,191
Occupancy	33,183	28,750	61,933
Direct program costs	786,757	2,913,043	3,699,800
Other costs	46,454	21,758	68,212
	<u>\$ 1,067,906</u>	<u>\$ 3,104,120</u>	<u>\$ 4,172,026</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>7/1/12 - 6/30/13</u>	<u>Grant Period</u> <u>7/1/13 - 6/30/14</u>	<u>Total</u>
Revenues			
Corporation for National Services	<u>\$ 108,041</u>	<u>\$ 269,958</u>	<u>\$ 377,999</u>
Expenditures			
Personnel	\$ 84,426	\$ 190,851	\$ 275,277
Fringe benefits		6,436	6,436
Travel	14,228	70,053	84,281
Other costs	<u>9,387</u>	<u>2,618</u>	<u>12,005</u>
	<u>\$ 108,041</u>	<u>\$ 269,958</u>	<u>\$ 377,999</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>1/1/13-12/31/13</u>	<u>Grant Period</u> <u>1/1/14-12/31/14</u>	<u>Total</u>
Revenues			
U.S. Department of Health and Human Services	\$ 2,921,295	\$ 640,875	\$ 3,562,170
In-Kind	<u>984,055</u>	<u>203,770</u>	<u>1,187,825</u>
	<u>\$ 3,905,350</u>	<u>\$ 844,645</u>	<u>\$ 4,749,995</u>
Expenditures			
Personnel	\$ 1,866,380	\$ 426,100	\$ 2,292,480
Fringe benefits	375,919	87,258	463,175
Travel	32,233	6,268	38,501
In-Kind	984,055	203,770	1,187,825
Other costs	<u>647,234</u>	<u>121,251</u>	<u>768,485</u>
	<u>\$ 3,905,821</u>	<u>\$ 844,645</u>	<u>\$ 4,750,466</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>7/1/12 - 6/30/13</u>	<u>Grant Period</u> <u>7/1/13 - 6/30/14</u>	<u>Total</u>
Revenues			
NH Department of Health and Human Services	\$ 97,964	\$ 83,242	\$ 181,206
Title XX	48,971	299,148	348,119
Title III Part C	220,128	500,763	720,891
Other	<u>-</u>	<u>671,429</u>	<u>671,429</u>
	<u>\$ 367,063</u>	<u>\$ 1,554,582</u>	<u>\$ 1,921,645</u>
Expenditures			
Personnel	\$ 358,503	\$ 655,635	\$ 1,014,138
Fringe benefits	59,626	105,631	165,257
Occupancy	53,005	106,017	159,022
Travel	41,226	79,868	121,094
Other costs	<u>241,407</u>	<u>488,529</u>	<u>729,936</u>
	<u>\$ 753,767</u>	<u>\$ 1,435,680</u>	<u>\$ 2,189,447</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>10/1/12-9/30/13</u>	<u>Grant Period</u> <u>10/1/13-9/30/14</u>	<u>Total</u>
Revenues	<u>\$ 911,030</u>	<u>\$ 1,032,362</u>	<u>\$ 1,943,392</u>
Expenditures			
Personnel	\$ 162,184	\$ 105,448	\$ 267,632
Fringe benefits	37,940	24,176	62,116
Travel	1,342	853	2,195
Occupancy	5,881	4,519	10,400
Other costs	<u>703,683</u>	<u>897,366</u>	<u>1,601,049</u>
	<u>\$ 911,030</u>	<u>\$ 1,032,362</u>	<u>\$ 1,943,392</u>

Note:

For the year ended February 28, 2014, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the requirements outlined in the contract for the year ended February 28, 2014.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014

	<u>Revenues</u>	<u>Expenditures</u>
Tomado Relief Fund (018)	\$ 19,181	\$ -
Twin River Community Corp (053 & 054)	25,946	42,943
Cottage Hotel (064 & 065)	10,304	9,819
Transport Coordination (084)	296	296
Sandy Ledge (093 & 094)	(128,263)	20,073
Ozanam (104 & 105)	20,177	20,177
Senior Center Program (138)	18,592	17,714
Franklin Intergenerational (184 & 185)	46,994	47,505
Senior Companion Program - Non Federal (223 & 224)	27,621	48,076
Senior Companion Program - State (233 & 234)	31,252	31,252
Franklin Community Services (293 & 294)	24,420	25,449
Head Start - Childcare (353 & 354)	1,015,890	1,015,890
Belknap County - WXN Program (374)	4,288	8,901
Lakes Region Family Center (383 & 384)	159,590	159,590
REIP (402)	21,322	46,738
NH Modular Ramp (432 & 433)	79,694	58,023
Sun Safety (484)		639
New Hampshire Housing Guarantee Program (493 & 494)	236,824	236,824
Core Program (503 & 504)	1,689,146	1,745,819
NH Rotary (540)	1	1,061
Common Pantry (553 & 554)	208	822
Oral Health WIC (600)	(4,463)	
Epsom Elderly Housing (643 & 644)	74,188	74,188

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Revenues</u>	<u>Expenditures</u>
Belmont Housing (653 & 654)	\$ 66,180	\$ 66,180
Alton Housing (663 & 664)	48,670	48,670
Kearsarge Housing (673 & 674)	63,566	63,566
Riverside Housing (683 & 684)	70,310	70,310
Pembroke Housing (708 & 709)	53,543	53,543
Homeless Revolving Loan (728)	16,538	16,538
Community Crisis Fund (746)	3,578	-
Area Centers (763 & 764)	315,556	417,787
THE FIXIT Program (833 & 834)	4,667	1,712
Loan Guarantee Program (847)	58,503	58,503
MC Loan Guarantee Program (848)	2,292	2,292
The Caring Fund (863 & 864)	2,401	5,336
Agency WIC/CSFP (883)	6,531	1,073
Newbury Elderly Housing (884)	82,115	82,115
Agency Account (911 & 980)	96,765	(288,613)
Agency Account FAP (922)	97,642	112,122
Agency Account SCP (932 & 933)	(1,074)	3,413
H/S Agency (943 & 944)	(17,133)	8,515
Agency FP/PN (963)	(882)	382
Saving Heat & Reducing Energy (970)	26	761
Agency Development Fund	17,500	32,500
Agency Horseshoe Pond Place (994 & 995)	27,290	27,290

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2014**

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
125	EAP-Lead Agency		\$ 17,847
156	Merrimack County Service Link	93.778 (deferred amount is not federal)	1,747
164	Elder Services Program	93.045,93.867 (deferred amount is not federal)	4,303
170	Volunteer Driver Program		11,500
195	Electric Assistance Program		48,938
224	Senior Companion Program - Non-Federal		1,042
264	Rural Transportation Service	93.044 (deferred amount is not federal)	625
344	Head Start - USDA		273
363	Home Visiting NH	93.558 (deferred amount is not federal)	382
414	Weatherization		8,565
494	NH Housing Guarantee Program		126,865
545	Summer Feeding		27,589
574	Fuel Assistance Program	93.568 (2,827 of deferred amount is not federal)	199,449
594	Homeless Prevention		208,878
714	Concord Area Transit		51,386
728	Homeless Revolving Loan Fund-Belknap County		39,384
729	Homeless Revolving Loan Fund-Merrimack County		8,179
764	Area Center Program		1,476
834	FixIt Program		80,807
847	Loan Guarantee Program		30
855	New Start Program		21,595
883	Agency Account-WIC/CSFP		571
905	Community Services Block Grant	93.569	69,242
944	Agency Account-Head Start		1,167
		TOTAL	\$ 912,848

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

BOARD OF DIRECTORS

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Nicolette Clark

Victoria Jones

Theresa M. Cromwell

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

Name of Program: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Program

BUDGET PERIOD:		SFY 16		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Ralph Littlefield	Executive Director	\$140,639	0.00%	\$0.00
Brian F. Hoffman	Deputy Director	\$117,785	0.00%	\$0.00
Susan M. Wnuk	Director, Community Health & Nutrition Services	\$66,866	59.99%	\$40,113.82
Kristina Thompson	WIC/CSFP/BFPC Program Manager	\$48,672	100.00%	\$48,672.00
Jessica Webb	Nutrition Coordinator	\$47,034	100.00%	\$47,034.00
Jamie Huddleston	Breastfeeding Peer Counseling Program Coordinator	\$42,393	100.00%	\$42,393.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$178,212.82

BUDGET PERIOD:		SFY 17		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Ralph Littlefield	Executive Director	\$140,639	0.00%	\$0.00
Brian F. Hoffman	Deputy Director	\$117,785	0.00%	\$0.00
Susan M. Wnuk	Director, Community Health & Nutrition Services	\$66,866	59.99%	\$40,113.82
Kristina Thompson	WIC/CSFP/BFPC Program Manager	\$48,672	100.00%	\$48,672.00
Jessica Webb	Nutrition Coordinator	\$47,034	100.00%	\$47,034.00
Jamie Huddleston	Breastfeeding Peer Counseling Program Coordinator	\$42,393	100.00%	\$42,393.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$178,212.82

RALPH LITTLEFIELD

PO Box 1016, Concord, NH 03302-1016 - 603-225-3295 - rlittlefield@bm-cap.org

EDUCATION

High School – Winnacunnet High School, Graduated June 1966
College -- Keene State College, Keene, NH, Graduated May 1971
Degree – Bachelor of Education

EMPLOYMENT

January 1980 – Present

Community Action Program Belknap-Merrimack Counties, Inc.
Executive Director

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of \$37 million dollars and a staff of 410 employees.

June 1978 – January 1980

Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978

Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975

Southwestern Community Services, Inc., Keene, New Hampshire
Program Coordinator-Food Stamp Program, Green Thumb Project,
Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start
Claremont, New Hampshire

June 1971 – General Services Director

BRIAN F. HOFFMAN

PO Box 1016, Concord, NH 03302-1016 - 603-225-3295 - bhoffinan@bm-cap.org

WORK EXPERIENCE

- 1981 – Present DEPUTY DIRECTOR/FISCAL OFFICER
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016

General supervision and direction of program directors and
assists with planning, coordination and implementation of
all agency services. Responsible for the financial operation
of the Fiscal Department, the programs and the agency.
- 1978-1981 COMMUNITY SERVICES ADMINISTRATOR
Southern New Hampshire Services, Inc.
P.O. Box 5040, Manchester, NH 03108
- 1976-1978 DIRECTOR OF ELDERLY AFFAIRS
Southern New Hampshire Services, Inc.
- 1974-1976 ASSISTANT DIRECTOR OF ELDERLY AFFAIRS
Southern New Hampshire Services, Inc.

EDUCATION

University of New Hampshire
Durham, New Hampshire
Bachelor of Science
Recreation and Parks Administration – 1974

PROFESSIONAL ASSOCIATIONS

Treasurer, Board of Directors, Community Development Finance Authority
(2006-Present)
New Hampshire Community Action Association

SUSAN M. WNUK

PO BOX 1016, CONCORD, NH 03302-1016 - 603-225-3295 - SWNUK@BM-CAP.ORG

EXPERIENCE

1992 to
Present

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

Director, Community Health and Nutrition Services

- Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, and Concord Area Public Health Network
- Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations
- Fiscal management including budget preparation, monitoring, fundraising, and reports for \$1.6 million operating budget
- Oversee special grant projects including Lead Screening and Oral Health initiatives.
- Development and implementation of policies and procedures
- Oversee quality improvements plans for all program services
- Responsible for grant management and report preparation
- Represents agency on local Boards of Directors, Coalitions, and Partnerships

1991-1992

Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services

- Initiated development and implementation of comprehensive Prenatal program clinical services in Belknap County for low-income women
- Integrated all program services to provide access to comprehensive care

1989-1992

Director, Family Planning, STD Clinics and HIV counseling and Testing Services

- Coordinated development of STD Clinic Services in three County area including obtaining initial grant funding
- Fiscal, personnel, program management of all services

1987-1989

Director, Family Planning and HIV Counseling and Testing Services

- Obtained grant funding to initiate development of HIV Counseling and Testing Services
- Integrated services into Family Planning Clinic

1986-1987

Family Planning Program Director

- Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area.
- Initiated program development activities and expansion of services

1980-1985

CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE

Social Worker – Social Services Department

- Evaluation of emotional, social and economic stresses of illness.
- Developed patient care plans including financial assessment, discharge planning needs, home supports, and transfer for patients in maternity/newborn nursery, ICU, nephrology/dialysis, and urology units.
- Liaison between medical staff, patient, families and community agencies.
- Coordinated adoptions with public and private organizations.
- Provided assessments for guardianships hearings.
- Initiated protective service referrals for infants, children and seniors.
- Coordinated transfers to skilled, intermediate level nursing homes, group homes, and facilities providing traumatic head injury and spinal cord care.

Kristina L. Thompson

PO Box 1016, Concord, NH 03302-1016 - 603-225-3295 - kthompson@bm-cap.org

- OBJECTIVE:** To utilize my education and experience to obtain a challenging position in the community setting of health care.
- EDUCATION:** SUNY Morrisville; Morrisville, New York
-A.A.S. in Nutrition, May 1996 GPA 3.5
-American Dietetic Association approved practicum.
450 supervised hours in long term care, hospital, and community nutrition.
Niagara University; Niagara, New York -B.S. in Travel and Tourism, May. 1992
- WORK EXPERIENCE:**
- 01/08-Current Community Action Program Belknap-Merrimack Counties, Inc. Concord, NH
Program Manager
- Oversee day-to-day operations of WIC/CSFP programs
- Providing nutritional counseling to individuals and families.
- Assist with the certification of participants on the WIC program.
- Develop and organize tri-monthly newsletters and bulletin boards.
- Assist with implementation of special projects goals and objectives.
-Coordinate and over see the outreach component for WIC/CSFP/FMNP.
-Certified Lactation Consultant (CLC)
- 04/06-12/07 Southern N.H. Services, Manchester, NH
Nutrition Coordinator, WIC Program
- Plan and implement annual Nutrition Education Goals and Objectives.
- Update job descriptions, hire staff and monitor performance, complete annual performance evaluations, provide job training.
- Develop and implement program procedures and ensure coordination with all staff members.
- Monitor quality of services to ensure program integrity.
- Monitor medical supply budget and order supplies as needed.
- Continue with all WIC Nutritionist/Lead Nutritionist duties stated below.
- 05/05-12/07 Southern N.H. Services, Manchester, NH
Breastfeeding Coordinator
- Responsible for overall WIC Breastfeeding staff.
- Scheduling and day to day activities and procedures to ensure smooth delivery of the WIC program's Breastfeeding component.
- Order and maintain breastfeeding supplies and inventories.
- Act as liaison with state/local WIC, social service, lactation, and medical personnel.
- 02/98-04/06 Southern NH Services, Manchester, NH
Nashua Lead WIC Nutritionist
- Responsible for the overall flow and coordination of the Nashua site nutrition activities.
- Represent WIC on the Nashua Health Department Lead Program committee.
- Attend monthly Nashua Immunization Coalition meetings
- Assist with the certification of WIC clients.
- Providing nutritional counseling to individual participants.
- Design and provide nutritional education materials for participant.
- Edit the WIC newsletter. (until state took over)
- 12/96-02/98 Southern NIL Medical Center, Nashua, NH
Nutrition Service Coordinator
- Obtain nutritional assessment information to identify a level of nutritional risk for the patient.
- Oversee patient tray-line to ensure accuracy and timely flow of meals.
- Assist patients with meal selections and made any necessary corrections according to the diet prescribed.
- Communicate with other medical staff to provide quality service to patients.
- TRAININGS:** Fit WIC, StarLINC, Lactation Counselor Certificate, 18 Hour Peer Counselor, Health Literacy and Plain Language Communication
- VOLUNTEER:** Big Brother Rig Sister.

Jessica Lynn Webb, RD, LD

PO Box 1016, Concord, NH 03302-1016 - 603-225-3295 - jwebb@bm-cap.org

Education

Keene State College, Keene, New Hampshire, September 2010
Dietetic Internship

University of Vermont: Burlington, Vermont, May 2009
Bachelor of Science, Nutrition and Food Science, Dietetics

Certifications

Heartsaver First Aid Certified, August 2013- present.
Licensed Dietitian, New Hampshire, February 2012- present.
CPR certified, November 2011- present.
Registered Dietitian, May 2011- present.
ServSafe Certified, May 2009- present.
ADA member, 2008-2011.

Dietetic Experiences

Dietetic Internship: September 2009 – September 2010

Community:

- Facilitated classes and demonstrations for audiences of all age groups in afterschool programs, health fairs, senior citizen programs, and support groups. Children's classes focused on importance of fruits and vegetables, and how to cook with them. Adult and senior classes focused on healthy eating, weight loss, and shaking the sodium habit.
- Taught eight week series of nutrition education classes, worked with clients to plan menus, conducted weekly inventory of food stores, and supervised meal preparation at local residential drug and alcohol rehabilitation center.
- Completed nutrition assessments and counseled clients of the WIC program regarding nutrition needs and introduced improved WIC food package. Taught group session on whole grains and provided tasting of recipes using WIC food items.
- Created educational materials for a local gym and a recreational center. Topics included protein needs, hydration, physical activity, whole grains, fats, and eating healthy during the holidays. Attended a Nutrition Fair for high school employees and answered questions and provided materials at a booth for a local gym.

Independent Study/ Specialty Projects:

- UNH Nutrition Connections: Shadowed the Nutrition Connections counselor for Sullivan County. Taught classes for kindergarten through fourth grade classrooms, aided in a Workplace Success class, and provided nutrition counseling during home visits to low-income families. Created a one-week menu that meets nutrition needs for a family of four and fits in the thrifty meal plan budget. Analyzed data and provided menus and grocery lists to be provided on the Nutrition Connections website. Created educational materials on topics such as whole grains, saving money while buying food, hydration, and shopping seasonal. Priced the food at eight local grocery stores in two counties.

- Created lesson plans along with materials for the Vermont Foodbank to use with their Backpack afterschool program. Lessons included healthy lunches, healthy snacking, body image, fast food, and label reading. Managed other interns in the project development.

Food Service: Woodridge Nursing Home, Barre, VT.

- Learned basic food service system management skills, completed systems analysis, and provided employee in-service training. Planned, implemented and managed a mealtime event for the seniors and staff at Woodridge.

Clinical: Central Vermont Medical Center, Barre, VT.

- Functioned for a 3-4 month rotation as a clinical dietitian. Completed nutrition assessments and created care plans for floor, inpatient psych, women and children, and DSCU patients. Made recommendations for CPN and tube feedings. Calculated patients' nutritional needs. Educated patients on diets assigned for their disease states and on medications that might interact with their diet. Completed in depth case study on a particular patient of interest while working with the hospital. Created a booth for a 'Relay for Life' event on eating well to prevent cancer, and on eating well while having a diagnosis of cancer.

Employment

WIC FIT Nutrition Coordinator, Community Action Program Belknap-Merrimack Counties, Inc.

December 2013 – Present

Provide nutrition education and assessment to WIC, Commodity Supplemental Food Program (CSFP) and Senior Farmers' Market Nutrition Program (FMNP) participants. Insure availability and accessibility of WIC/CSFP program benefits to current and prospective participants. Oversee the coordination of program development, outreach, and clinic activities for the Fit WIC Program a physical activity program for Children.

Health Educator and Registered Dietitian, Healthy Achievers, Portsmouth, New Hampshire,

February 2012 – November 2013

Teach healthy living classes in the community on wellness topics such as stress, ergonomics, smoking cessation, and nutrition. Develop behavior modification and educational programming, webinars and supplemental materials on wellness topics to be presented online for clients. Create monthly newsletters and tips on current health topics. Participate in screenings, taking blood pressure, height, weight, BMI, body composition, counseling and using the LDX Cholestech and Cardiochek machines. Supervise and manage contracted nurses during screening events. Input and analyze the biometric data, produce reports and graphs on data for corporate clients.

Cooking Matters Nutrition Educator, Nutrition Connections, UNH Cooperative Extension, New Hampshire, January 2012- Present.

Teach as a nutrition expert at Cooking Matters classes in New Hampshire as needed. Educate children, teens, adults and families the importance of nutrition and healthy diet habits for class series that are six weeks in length. Assist in cooking with the participants in the kitchen with other Cooking Matters staff.

Medical Receptionist, Dee Physical Therapy, Shelburne, Vermont, January 2011- January 2012.

Assisted patients with registration and checking in, verified insurances to ensure patient awareness and education on their insurance plans, kept patient files in order, collected co-pays and bill payments.

Sales Representative, Express Fashion, South Burlington, Vermont, October 2010- January 2012.

Assisted customers with shopping needs, cash register, assisted at the fitting rooms, and kept the store clean and orderly.

Nutrition Representative, Fletcher Allen Health Care, Burlington, Vermont, June 2008- May 2009.
Assisted patients with diet orders including ordering meals and understanding diet restrictions.
Delivered meals, kept patient diet notes in order in the hospitals database and ensured patient satisfaction with their meals and diet knowledge while at Fletcher Allen.

Conference Assistant, UVM Conference and Events Services, Burlington, Vermont, May 2007- August 2007.
Oversaw all aspects of client accounts including housing and conference arrangements and recording of billable resources.

D-Unit DREAM Intern, DREAM program, Winooski, Vermont, May 2006- August 2006.
Worked with a budget, learned financial skills, directed my own programming, interacted with families and children living in subsidized housing communities all over Vermont, learned social and communication skills, learned how to interact with companies to get funding for the non-profit program, ran programming for children ages 3 to 16, and worked with the summer lunch program for low-income communities.

Activities

Campus Kitchens, University of Vermont, Spring 2009.
Dietetic practicum. Taught cooking and nutrition classes at the Boys and Girls Club in Burlington, Vermont. Worked with a local food Co-op, cooked meals in large UVM kitchens, and volunteered at the local food shelf.

Food and Nutrition Club, University of Vermont, Fall 2007- Spring 2008.
Educated the Burlington community on nutrition with other UVM students.

DREAM mentor, DREAM program, University Of Vermont, Fall 2005- Spring 2009.
Worked with a non-profit program for low-income families mentoring a child. Co-chair in fall 2006.

JAMIE W. HUDDLESTON, IBCLC, RLC

PO Box 1016, Concord, NH 03302-1016 - 603-225-3295 - jhuddleston@bm-cap.org

EDUCATION

Keene State College, Keene, New Hampshire *May 1998*

Bachelor of Science: Home Economics with specialization in Dietetics.

Certification with International Board of Lactation Consultant Educators *July 2006*

WORK EXPERIENCE

Nutritionist, Breastfeeding Coordinator *August 2010- present*

Community Action Program, Belknap-Merrimack Counties, WIC Program, Concord, New Hampshire

Nutritionist:

- Provide nutrition education and counseling to low-income women, infants and children.

Breastfeeding Coordinator:

- Provide comprehensive breastfeeding promotion and support to mothers.
- Maintain electric breastpump rentals.
- Coordinate and supervise WIC Breastfeeding Peer Counselors.
- Write tri-monthly breastfeeding newsletter article and develop coordinating bulletin board.

Nutritionist, Office Manager, Breastfeeding Coordinator *July 2002-August 2010*

York County Community Action WIC Program, Sanford, Maine

Nutritionist:

- Provide nutrition education and counseling to low-income women, infants and children.
- Perform assessments of diets, and collect anthropometric data and hemoglobin levels.
- Coordinate provision of special infant formula to high risk babies.

Office Manager:

- Supervise Nutrition Counselors and Clinic Assistants.
- Assist WIC Program Director in hiring, training and performance evaluations of WIC staff.
- Aid in balancing WIC local agency budget and make recommendations for staff merit increases.
- Prepare grants to support existing WIC special projects.

Breastfeeding Coordinator:

- Provide comprehensive breastfeeding promotion and support to mothers.
- Maintain electric breastpump rentals.

VENA Committee Member:

- Assist state WIC Nutrition staff in implementing Value Enhanced Nutrition Assessment initiative.
- Help create, write and review VENA policies for local WIC agencies.
- Aided in planning Annual WIC Conference and presented "How to Provide Breastfeeding Management and Support in the First Month".

Nutrition Task Force Member:

- Assist state WIC Nutrition staff in writing and presenting nutrition education material used for client services in local WIC agencies.

Nutritionist, Immunization Coordinator, WIC on Wheels Site Coordinator *July 1998-July 2002*

Northern Essex WIC Program, Community Action, Inc. Haverhill, Massachusetts

Nutritionist:

- Provide nutrition education and counseling to low-income women, infants and children.
- Perform assessments of diets, and collect anthropometric data and hemoglobin levels.

Immunization Coordinator:

- Review immunization records of infants to 3 years to bring them up-to-date with CDC guidelines.
- Communicate with physicians to obtain and update immunization records.

- Report to staff percentages of infants and children immunized.

WIC on Wheels Site Coordinator:

- Drove 35-foot customized motor home to provide localized nutrition services to four additional WIC sites.
- Supervised Nurse Practitioner and Program Assistants on those days.
- Responsible for maintenance of the motor home including coordinating major and minor repairs, as well as all regularly scheduled maintenance.

Program Specialist, Intern

Summer 1997

United States Department of Agriculture, Food Stamp Program, Boston, Massachusetts

- Handled food stamp recipient complaints.
- Helped approve nutrition education plans from six state offices.

6/18/14 # 89 B

sm



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



May 28, 2014

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

100% federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise 4 amendment agreements with vendors by increasing the Price Limitation by \$33,575 from \$6,616,240 to \$6,649,815 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 48, 49, and June 5, 2013, Item number 47 and 95.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014 Amount	SFY 2015 Amount	Total Increase
Southern NH Services	Hillsborough Rockingham Counties	\$1,845	\$6,556	\$8,401
Southwestern Community Services, Inc.	Cheshire & Sullivan Counties	\$710	\$14,412	\$15,122
Community Action Program and Merrimack Counties, Inc.	Belknap, Coos, Grafton, & Merrimack Counties	\$2,750	\$4,596	\$7,346
Goodwin Community Health	Carroll & Strafford Counties	\$1,131	\$1,575	\$2,706
TOTAL		\$6,436	\$27,139	\$33,575

Funds to support this request are available in the following accounts for SFY 2014 and SFY 2015 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

See attachment for financial details

EXPLANATION

This requested action seeks approval of 4 amendments to increase the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, to purchase software licenses and data storage devices, and to support educational training. In the interest of efficiency, the contract amendments are being bundled as they are providing the same services, and because of the size of the resulting Governor and Council submission, the copies provided are abbreviated in the interest of saving resources. The Councilors and the public can view the entire submission package on the Secretary of State's website.

The WIC Nutrition Program provides statewide monthly nutrition benefits to more than 14,800 low income women, infants, and children. The StarLINC computer system issues these benefits through printing of more than 50,000 food vouchers monthly redeemed at approximately 200 grocery stores in New Hampshire.

Should Governor and Executive Council not authorize this Request, WIC local agencies will not be able to continue to efficiently provide nutrition benefits to low income women, infants, and children using the StarLINC computer system.

Contracts were awarded to these four vendors through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Health Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

There were no competing proposals received for the provision of the Women, Infants and Children and Commodity Supplemental Food Programs nutrition services. Six evaluators from within the Department of Health and Human Services working in teams of four were used in the review of all proposals. All reviewers have between five and twenty-five years' experience working in the public health setting at the State and local levels in New Hampshire. All have management experience in nutrition, health and nursing programs, including Women, Infants and Children and breastfeeding programs. All have degrees in nutrition, human services, nursing or public health, and have been involved in reviewing proposals in the Division of Public Health Services. The Request for Proposals scoring summary is attached.

The performance measures as described in the contract amendment Exhibit A – Amendment 1 – Performance Measures, will be used to continue to measure the effectiveness of the agreement.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2014
Page 3 of 3

Area to be served is statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

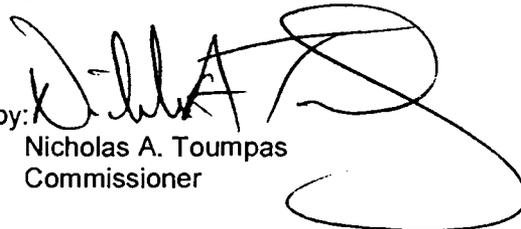
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF
 100% Federal Funds**

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2014	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2014	102/500734	Contracts for Program Svcs	90006003	640,055	1,845	641,900
SFY 2014	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2014	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2014	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2014	102/500734	Contracts for Program Svcs	90006041	100,968		100,968
SFY 2015	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2015	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2015	102/500734	Contracts for Program Svcs	90006003	640,055	5,056	645,111
SFY 2015	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2015	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2015	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2015	102/500734	Contracts for Program Svcs	90006041	100,668	1,500	102,168
			Sub-Total	\$3,061,126	\$8,401	\$3,069,527

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	41,212	-	41,212
SFY 2014	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2014	102/500734	Contracts for Program Svcs	90006003	168,905	710	169,615
SFY 2014	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2014	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2014	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2014	102/500734	Contracts for Program Svcs	90006041	22,763		22,763
SFY 2015	102/500734	Contracts for Program Svcs	90006001	41,212		41,212
SFY 2015	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2015	102/500734	Contracts for Program Svcs	90006003	168,905	2,412	171,317
SFY 2015	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2015	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2015	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2015	102/500734	Contracts for Program Svcs	90006041	22,563	12,000	34,563
			Sub-Total	\$656,504	\$15,122	\$671,626

FINANCIAL DETAIL ATTACHMENT SHEET

WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2014	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2014	102/500734	Contracts for Program Svcs	90006003	379,200	1,250	380,450
SFY 2014	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2014	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2014	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2014	102/500734	Contracts for Program Svcs	90006041	55,261	1,500	56,761
SFY 2015	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2015	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2015	102/500734	Contracts for Program Svcs	90006003	379,200	3,096	382,296
SFY 2015	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2015	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2015	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2015	102/500734	Contracts for Program Svcs	90006041	53,061	1,500	54,561
SFY 2015			Sub-Total	1,977,206	\$7,346	1,984,552

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2014	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2014	102/500734	Contracts for Program Svcs	90006003	251,360	928	252,288
SFY 2014	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2014	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2014	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2014	102/500734	Contracts for Program Svcs	90006041	30,718		30,718
SFY 2015	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2015	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2015	102/500734	Contracts for Program Svcs	90006003	251,360	1,372	252,732
SFY 2015	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2015	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2015	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2015	102/500734	Contracts for Program Svcs	90006041	30,418		30,418
SFY 2015			Sub-Total	\$921,404	\$2,706	924,110
			TOTAL	\$6,616,240	\$33,575	\$6,649,815

Program Name WIC-CSFP-BFPC
 Contract Purpose Public health nutrition services
 RFP Score Summary

	Community Action Program Belknap Merrimack Counties, Concord, NH	Goodwin Community Health, Somersworth, NH	Southern New Hampshire Services, Manchester, NH	Southwestern Community Services, Keene, NH			
RFA/RFP CRITERIA	Max Pts						
Agency Capacity	30	29.33	26.00	20.67	19.67	0.00	0.00
Program Structure	50	45.00	39.50	31.67	39.00	0.00	0.00
Budget and Justification	15	13.33	12.00	15.00	15.00		
Format	5	5.00	4.33	3.33	3.00	0.00	0.00
Total	100	92.67	81.83	70.67	76.67	0.00	0.00

BUDGET REQUEST	Year 01						
	Year 02						
	Year 03						
TOTAL BUDGET REQUEST		1,977,206.00	921,404.00	3,061,126.00	656,504.00		
BUDGET AWARDED	Year 01						
	Year 02						
	Year 03						
TOTAL BUDGET AWARDED		1,977,206.00	921,404.00	3,061,126.00	656,504.00		

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Lisa Richards	Program Planner	DHHS, DPHS	Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years.
2	Margaret Murphy	Administrator	DHHS, DPHS	Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.
3	Marisa Lara	Health Promotion Advisor	DHHS, DPHS	Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.
4				
5				
6				
7				
8				
9				
10				



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Community Action Program Belknap Merrimack Counties, Inc.**

This 1st Amendment to the Community Action Program Belknap Merrimack Counties, Inc., contract (hereinafter referred to as "Amendment One") dated this 13th day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 2 Industrial Park Drive, PO Box 1016, Concord, NH, 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by increasing the price limitation.

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

To amend as follows:

- Form P-37, to change:
Block 1.8 to read: \$1,984,552.
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:

The contract price shall increase by \$2,750 for SFY 2014.

The contract price shall increase by \$4,596 for SFY 2015.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:

\$7,346 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 14144NH703W1003.



Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
Exhibit B-1 (2014) - Amendment 1
Exhibit B-1 (2015) - Amendment 1

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



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

State of New Hampshire
Department of Health and Human Services

5/29/14

Date

Brook Dupee
Bureau Chief

Community Action Program Belknap Merrimack

Counties, Inc.

May 13, 2014

Date

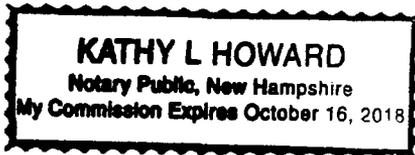
Name: Ralph Littlefield
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on May 13, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathy L. Howard, Notary Public
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wiant
Name: *Rosemary Wiant*
Title: *Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

Community Action Program Belknap Merrimack Counties, Inc. will provide public health nutrition services to low income women, infants, and children enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Programs. This Exhibit A – Amendment 1 modifies exhibit A, Scope of Services, by increasing the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and to support educational training.

2. Required Activities

Community Action Program Belknap Merrimack Counties, Inc. will provide services to 4,614 women, infants and children monthly utilizing the StarLINC MIS system, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- The WIC Nutrition Coordinator to attend a national education conference sponsored by the National WIC Association in September 2014.
- The WIC Director to attend a national education conference sponsored by the National WIC Association in May 2014.
- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.

3. Performance Measures

The following performance measures will be used to measure the effectiveness of the agreement.

Access to Nutrition Services:

- To serve 95%-105% of the assigned Women, Infants and Children and Commodity Supplemental Food Programs caseload throughout the fiscal year.
- To increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy.

Obesity Prevention:

- To increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period, to increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months, and to increase rates of exclusive breastfeeding.
- To develop initiatives in the area of increased physical activity for women and children.
- To develop initiatives in the area of decreased television viewing.
- To develop initiatives in the area of increased fruit and vegetable consumption.

**Exhibit B-1 (2014) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Community Action Program Belknap Merrimack

Bidder/Contractor Name: Counties, Inc.

Budget Request for: WIC Nutrition Program

(Name of RFP)

Budget Period: SFY 2014

	Direct Incremental	Indirect Fixed	Total	Amount Allocated for Fiscal Year
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 450.00	\$ -	\$ 450.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 200.00	\$ -	\$ 200.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 600.00	\$ -	\$ 600.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 2,750.00	\$ -	\$ 2,750.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: RL
Date: 5/13/14

**Exhibit B-1 (2015) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Community Action Program Belknap Merrimack
Bidder/Contractor Name: Counties, Inc.

Budget Request for: WIC Nutrition Program
(Name of RFP)

Budget Period: SFY 2015

	Direct	Indirect	Total
	Expenditures	Costs	
1. Total Salary/Wages	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,800.00	\$ -	\$ 1,800.00
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ 96.00	\$ -	\$ 96.00
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 4,596.00	\$ -	\$ 4,596.00

Indirect As A Percent of Direct

0.0%

Handwritten initials/signature

48 *skw*



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4545 1-800-852-3345 Ext. 4545
Fax: 603-271-4779 TDD Access: 1-800-735-2964



G&C Approved

March 29, 2013 Date 5-15-2013
Item # 48
100% Fed funds

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Community Action Program of Belknap and Merrimack Counties, Inc. (Vendor #177203 B003), 2 Industrial Park Drive, PO Box 1016, Concord, New Hampshire 03302-1016, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$1,977,206.00, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015. Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC
SUPPLEMENTAL NUTRITION PRG

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	50,580.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	35,407.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	379,200.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	229,474.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	199,694.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	40,087.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	55,261.00
			Sub-Total	\$989,703.00
SFY 15	102-500734	Contracts for Prog Svc	90006001	50,580.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	35,407.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	379,200.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	229,474.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	199,694.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	40,087.00
SFY 15	102-500734	Contracts for Prog Svc	90006041	53,061.00
			Sub-Total	\$987,503.00
			Total	\$1,977,206.00

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 29, 2013
Page 2

EXPLANATION

Funds in this agreement will be used by Community Action Program of Belknap and Merrimack Counties, Inc. to provide direct nutrition services monthly to 6,787 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Belknap, Coos, Grafton, and Merrimack Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program have been shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low-income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 6,787 clients in Belknap, Coos, Grafton, and Merrimack Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

Community Action Program Belknap Merrimack Counties, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Healthy Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

Four proposals were received. There was only one respondent to provide services in the Belknap, Coos, Grafton, and Merrimack Counties service area. There were three proposal reviewers, all of who are currently employed in the Division of Public Health Services, Healthy Eating and Physical Activity Section. All reviewers have between five and twenty years experience in developing Request for Proposals, reviewing nutrition proposals and managing agreements with vendors for chronic disease and nutrition services. Each reviewer evaluated and scored the proposal using a standardized scoring form and criteria. The final decision was based on the consensus of the reviewers and by taking an average of all scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$2,108,120. This represents a decrease of \$130,914 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 29, 2013
Page 3

The following performance measures will be used to measure the effectiveness of the agreement.

- 61% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.
- 24% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 72% of WIC infants will be breastfed.
- 39% of WIC participants will exclusively breastfeed until 3 months and 29% of WIC participants will exclusively breastfeed until 6 months.
- By June 2015, produce an outreach plan that increases awareness and participation in the Loving Support mode overseen by the Breastfeeding Peer Counseling Program.

Area served: Belknap, Coos, Grafton, and Merrimack Counties.

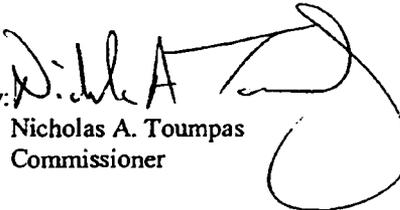
Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

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

Respectfully submitted,


José Thier Montero, MD
Director

Approved by:


Nicholas A. Toumpas
Commissioner

JTM/lr

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

- 10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

- 10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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.

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 2nd Amendment to the Goodwin Community Health contract (hereinafter referred to as "Amendment Two") dated this 9th day of February, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 311 Route 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, Item #49, and amended on June 18, 2014, Item #89, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$1,901,824

3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

- Exhibit B-1 (SFY 2015) Amendment #2 Budget
- Exhibit B-1 (SFY 2016) Amendment #2 Budget
- Exhibit B-1 (SFY 2017) Amendment #2 Budget

6. Delete Exhibit C and replace with Exhibit C Amendment #1

7. Add Exhibit C-1 Revisions to General Provisions



New Hampshire Department of Health and Human Services

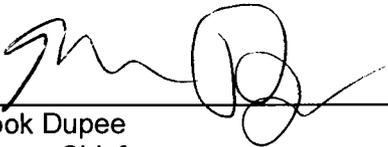
8. Delete Exhibit G and replace with Exhibit G Amendment #1

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

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

State of New Hampshire
Department of Health and Human Services

2/23/15
Date



Brook Dupee
Bureau Chief

Goodwin Community Health

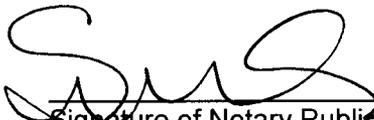
2/12/15
Date



Name: Janet Laatsch
Title: CEO

Acknowledgement:

State of New Hampshire, County of Stafford on 2/12/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.



Signature of Notary Public or Justice of the Peace

Sara Garand, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/17/2019



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

OFFICE OF THE ATTORNEY GENERAL

Date: 3/14/15

Name: Megan A. Lapi
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 A – Amendment 2

SCOPE OF SERVICES

1. Project Description

Goodwin Community Health will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs (BFPC).

2. Required Activities

2.1. The Contractor shall:

- 2.1.1. Provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to (2,600) participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.2. Provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to (764) (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.3. Ensure the Contractor's WIC Director attends the national education conference sponsored by the National WIC Association in May 2015.
- 2.1.4. Adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire WIC and CSFP State Plans, Policy and Procedure Manual, and the NH Administrative Rules.
- 2.1.5. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all program materials.
- 2.1.6. Be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
- 2.1.7. The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants. The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
- 2.1.8. The Contractor shall make referrals to Medicaid and the Food Stamp Program, and shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.1.9. The Contractor shall make nutrition education available to each WIC Program participant according to individual needs.
- 2.1.10. The Contractor shall be responsible for issuing food benefits in compliance with the Policy and Procedure Manual.



Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
- 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
- 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
- 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
- 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
- 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.

2.2. WIC & CSFP Administrative Responsibilities

- 2.2.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 2.2.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 2.2.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 2.2.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 2.2.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).
- 2.2.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.



Exhibit A – Amendment 2

- 2.2.7. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the State.
 - 2.2.8. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
 - 2.2.9. Comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
 - 2.2.10. Notify the State about planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
 - 2.2.11. Conduct special projects as appropriate funding is received.
 - 2.2.12. Complete and submit a quarterly time study of all WIC/CSFP/BFPC staff utilizing forms and instructions provided by the State Agency.
 - 2.2.13. Submit a report on their progress towards meeting performance measures and a final report on the overall program goals and objectives at the end of the two-year contract period.
- 2.3. BFPC Responsibilities
- 2.3.1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program, provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
 - 2.3.2. Adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire WIC State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
 - 2.3.3. Administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
 - 2.3.4. Assure adequate program support from local management. The appropriate definition of a peer counselor shall be:
 - 2.3.4.1. Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
 - 2.3.4.2. Paraprofessionals must provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.3.4.3. Must be recruited and hired from the target population.
 - 2.3.4.4. Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
 - 2.3.5. Have a designated breastfeeding peer counseling program manager or coordinator at the local level.
 - 2.3.6. Have defined job parameters and job descriptions for peer counselors.
 - 2.3.7. Provide adequate compensation and reimbursement of peer counselors.
 - 2.3.8. Assure training of local peer counseling management and clinic staff includes use of: "*Loving Support Through Peer Counseling*" curriculum and presentations.



Exhibit A – Amendment 2

- 2.3.9. Adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.3.10. Assure adequate supervision and monitoring of peer counselors.
- 2.3.11. Establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 2.3.12. Assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3.2. Reporting Requirements

- 3.2.1. Submit quarterly programmatic reports to the DHHS;
- 3.2.2. Submit annual programmatic reports to the DHHS; and
- 3.2.3. Submit monthly invoices to the DHHS for services provided.

4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 4.1.1. Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout the fiscal year;
 - 4.1.2. Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
 - 4.1.3. Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;
 - 4.1.4. Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months; and
 - 4.1.5. Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program.
- 4.2. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:

- a. \$919,280 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$458,640 in SFY 2016 and \$458,640 in SFY 17.
- b. \$46,516 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$574) in SFY 2015, \$23,545 in SFY 2016 and \$23,545 in SFY 17.
- c. \$11,918 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734, \$5,959 in SFY 2016 and \$5,959 in SFY 17.

\$977,714 Total

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015 , SFY 2016 and SFY 2017 budgets (Exhibits B-1 Amendments #2). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.



Exhibit B Amendment #1

-
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
 5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
 6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
 7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ (574.00)	\$ -	\$ (574.00)	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (May 2015 NWA travel):	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,426.00	\$ -	\$ 1,426.00	

Exhibit B-1 (SFY 2015) Amendment #2 Budget

Contractor Initials: JL

Date: 2/12/15

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 361,830.04	\$ 13,250.00	\$ 375,080.04	
2. Employee Benefits	\$ 52,167.26	\$ 2,385.00	\$ 54,552.26	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 3,250.00	\$ -	\$ 3,250.00	
Office	\$ 3,000.00	\$ -	\$ 3,000.00	
6. Travel	\$ 7,500.00	\$ -	\$ 7,500.00	
7. Occupancy	\$ 26,720.00	\$ 4,251.70	\$ 30,971.70	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,440.00	\$ -	\$ 1,440.00	
Postage	\$ 1,000.00	\$ -	\$ 1,000.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 5,000.00	\$ -	\$ 5,000.00	
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 150.00	\$ -	\$ 150.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 1,200.00	\$ -	\$ 1,200.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 468,257.30	\$ 19,886.70	\$ 488,144.00	

Indirect As A Percent of Direct

4.2%

Exhibit B-1 (SFY 2016) Amendment #2 Budget

Contractor Initials: JK

Date: 2/12/15

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 361,830.04	\$ 13,250.00	\$ 375,080.04	
2. Employee Benefits	\$ 52,167.26	\$ 2,385.00	\$ 54,552.26	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 3,250.00	\$ -	\$ 3,250.00	
Office	\$ 3,000.00	\$ -	\$ 3,000.00	
6. Travel	\$ 7,500.00	\$ -	\$ 7,500.00	
7. Occupancy	\$ 26,720.00	\$ 4,251.70	\$ 30,971.70	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,440.00	\$ -	\$ 1,440.00	
Postage	\$ 1,000.00	\$ -	\$ 1,000.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 5,000.00	\$ -	\$ 5,000.00	
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 150.00	\$ -	\$ 150.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 1,200.00	\$ -	\$ 1,200.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 468,257.30	\$ 19,886.70	\$ 488,144.00	

Indirect As A Percent of Direct

4.2%

Exhibit B-1 (SFY 2017) Amendment #2 Budget

Contractor Initials: JL

Date: 2/12/15



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Extension:**
This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. **Insurance**
Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and Umbrella liability coverage in the amount of \$1,000,000 per occurrence.

JL

2/12/15



**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- Amendment #1

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

Contractor Initials JL

Date 2/12/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



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: Goodwin Community Health

2/12/15
Date


Name: Janet Laatzsch
Title: CEO

Exhibit G- Amendment #1

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

Contractor Initials JL

Date 2/12/15

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Goodwin Community Health is a New Hampshire nonprofit corporation formed August 18, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Staples, DDS, of the Goodwin Community Health, do hereby certify that:

1. I am the duly elected Board Chair of the Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on January 8, 2015;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 2/12, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Goodwin Community Health this 12th day of Feb, 2015.



David Staples, DDS, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 12th day of Feb, 2015 by David Staples, DDS.



Notary Public/Justice of the Peace
My Commission Expires: 9/17/2019

**Goodwin Community Health
and Subsidiary**

Financial Report

June 30, 2013

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Accessible
Approachable
Accountable

Independent Auditors' Report

Board of Directors
Goodwin Community Health
and Subsidiary
Somersworth, New Hampshire

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Center) which comprise the consolidated statements of financial position as of June 30, 2013 and 2012, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Goodwin Community Health and Subsidiary as of June 30, 2013 and 2012, and the consolidated changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

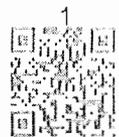
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McGladrey and Pullen LLP is a public accounting and consulting firm. McGladrey Alliance member firms maintain their respect for client autonomy and ensure that no member firm is responsible for the actions or omissions of any other member firm.



Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating schedules on pages 20 through 22 are presented for purposes of additional analysis and are not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

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

Augusta, Maine
November 14, 2013

Consolidated Statements of Financial Position

June 30,

	2013	2012
ASSETS		
Current Assets		
Cash and cash equivalents (Notes 1 and 2)	\$ 584,487	\$ 299,585
Accounts receivable, net (Notes 1 and 3)	229,940	343,099
Grants receivable (Note 4)	108,182	85,240
Current portion of pledges receivable (Note 5)	25,036	13,999
Cost settlement receivable (Note 6)		38,930
Prepaid expenses	3,637	8,000
Total Current Assets	<u>951,282</u>	<u>788,853</u>
Property and Equipment, Net (Notes 1 and 7)	<u>6,547,866</u>	<u>6,785,398</u>
Other Assets		
Goodwill (Note 1)	17,582	17,582
Pledges receivable, net of current portion (Note 5)	11,494	12,281
Total Other Assets	<u>29,076</u>	<u>29,863</u>
Total Assets	<u>\$ 7,528,224</u>	<u>\$ 7,604,114</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 260,730	\$ 385,167
Accrued expenses	320,772	307,764
Lines of credit (Note 8)	327,280	330,280
Current portion of long-term debt (Note 9)	128,157	103,840
Total Current Liabilities	<u>1,036,939</u>	<u>1,127,051</u>
Long-term Liabilities		
Long-term debt, net of current portion (Note 9)	935,100	1,062,605
Total Long-term Liabilities	<u>935,100</u>	<u>1,062,605</u>
Total Liabilities	<u>1,972,039</u>	<u>2,189,656</u>
Net Assets		
Unrestricted (Deficit)	(73,807)	(360,414)
Temporarily restricted (Note 11)	5,629,992	5,774,872
Total Net Assets	<u>5,556,185</u>	<u>5,414,458</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,528,224</u>	<u>\$ 7,604,114</u>

Consolidated Statement of Activities

Year ended June 30, 2013

	Unrestricted	Temporarily Restricted	Total
Operating Revenue and Support			
Patient service revenue (Notes 1 and 10)	\$ 4,468,027		\$ 4,468,027
Provision for bad debts	<u>(275,559)</u>		<u>(275,559)</u>
Net patient service revenue	4,192,468		4,192,468
Grants, contracts and contributions (Notes 1 and 12)	2,135,975	\$ 35,416	2,171,391
WIC food vouchers (Note 16)	1,644,806		1,644,806
Other	215,425		215,425
	<u>8,188,674</u>	<u>35,416</u>	<u>8,224,090</u>
Net assets released from restrictions	180,296	<u>(180,296)</u>	
Total Operating Revenue and Support	<u>8,368,970</u>	<u>(144,880)</u>	<u>8,224,090</u>
Functional Expenses			
Program services	6,906,216		6,906,216
Fundraising	140,188		140,188
General and administrative	<u>1,196,207</u>		<u>1,196,207</u>
Total Expenses	<u>8,242,611</u>		<u>8,242,611</u>
Change in Net Assets from Operating Activities	<u>126,359</u>	<u>(144,880)</u>	<u>(18,521)</u>
Non-Operating Revenue and Support			
Rent income	12,182		12,182
Class action settlement	<u>148,066</u>		<u>148,066</u>
Change in Net Assets from Non-Operating Activities	<u>160,248</u>		<u>160,248</u>
Total Change in Net Assets	286,607	(144,880)	141,727
Net Assets (Deficit), Beginning of Year	<u>(360,414)</u>	5,774,872	<u>5,414,458</u>
Net Assets (Deficit), End of Year	<u>\$ (73,807)</u>	<u>\$ 5,629,992</u>	<u>\$ 5,556,185</u>

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statement of Activities - Continued

Year ended June 30, 2012

	Unrestricted	Temporarily Restricted	Total
Operating Revenue and Support			
Patient service revenue (Notes 1 and 10)	\$ 3,613,824		\$ 3,613,824
Provision for bad debts	(361,889)		(361,889)
Net patient service revenue	<u>3,251,935</u>		<u>3,251,935</u>
Grants, contracts and contributions (Notes 1 and 12)	2,111,052	\$ 15,000	2,126,052
WIC food vouchers (Note 16)	1,458,911		1,458,911
Other	29,042		29,042
	<u>6,850,940</u>	<u>15,000</u>	<u>6,865,940</u>
Net assets released from restrictions	246,366	(246,366)	
Total Operating Revenue and Support	<u>7,097,306</u>	<u>(231,366)</u>	<u>6,865,940</u>
Functional Expenses			
Program services	6,479,198		6,479,198
Fundraising	179,644		179,644
General and administrative	1,266,168		1,266,168
	<u>7,925,010</u>		<u>7,925,010</u>
Total Expenses	<u>7,925,010</u>		<u>7,925,010</u>
Change in Net Assets from Operating Activities	<u>(827,704)</u>	<u>(231,366)</u>	<u>(1,059,070)</u>
Non-Operating Revenue and Support			
Gain on sale of property and equipment	86,244		86,244
Rent income	15,675		15,675
	<u>101,919</u>		<u>101,919</u>
Change in Net Assets from Non-Operating Activities	<u>101,919</u>		<u>101,919</u>
Total Change in Net Assets	<u>(725,785)</u>	<u>(231,366)</u>	<u>(957,151)</u>
Net Assets, Beginning of Year	<u>365,371</u>	<u>6,006,238</u>	<u>6,371,609</u>
Net Assets (Deficit), End of Year	<u>\$ (360,414)</u>	<u>\$ 5,774,872</u>	<u>\$ 5,414,458</u>

Consolidated Statements of Cash Flows

Years ended June 30,

	2013	2012
Cash flows from operating activities:		
Change in net assets	\$ 141,727	\$ (957,151)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	269,624	274,120
Gain on sale of property and equipment		(86,244)
Provision for bad debt	275,559	361,889
(Increase) decrease in operating assets:		
Accounts receivable	(162,400)	552,651
Grants receivable	(22,942)	214,832
Pledges receivable	(10,250)	4,470
Cost settlement receivable	38,930	220,563
Prepaid expenses	4,363	9,720
Security deposits		5,500
Increase (decrease) in operating liabilities:		
Accounts payable	(124,437)	(616,629)
Accrued expenses	13,008	(16,264)
Total adjustments	<u>281,455</u>	<u>924,608</u>
Net cash flows from operating activities	<u>423,182</u>	<u>(32,543)</u>
Cash flows from investing activities:		
Proceeds from sale of property and equipment		311,530
Purchases of equipment	(32,092)	(20,699)
Net cash flows from investing activities	<u>(32,092)</u>	<u>290,831</u>
Cash flows from financing activities:		
Net payments on lines of credit	(3,000)	(37,100)
Principal payments on long-term debt	(103,188)	(215,213)
Net cash flows from financing activities	<u>(106,188)</u>	<u>(252,313)</u>
Net change in cash and cash equivalents	<u>284,902</u>	<u>5,975</u>
Cash and cash equivalents, beginning of year	<u>299,585</u>	<u>293,610</u>
Cash and cash equivalents, end of year	<u>\$ 584,487</u>	<u>\$ 299,585</u>
Supplemental disclosure of cash flow information:		
Interest paid during year	\$ 70,380	\$ 73,827

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Goodwin Community Health, a nonprofit corporation, was incorporated in 1971 in the state of New Hampshire to provide prenatal care, social support and public health services to low-income persons. Goodwin Community Health's revenues come primarily from patient service fees, including third party payers, federal and state government support and non-government organization grants.

These consolidated financial statements also include the financial statements of Great Bay Mental Health Associates, Inc. (Great Bay), a wholly-owned for-profit subsidiary, engaged in providing mental health services in the Strafford County, New Hampshire community through its employees and independent contractors who are qualified and licensed to practice in the State of New Hampshire. All material inter-company transactions and balances have been eliminated in consolidation. Goodwin Community Health and Great Bay are collectively referred to as "the Center".

Basis of Presentation

The consolidated financial statements of the Center have been prepared using the accrual method of accounting in accordance with professional standards. Under those standards, the Center is required to report information regarding its consolidated financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Unrestricted net assets are those that are not subject to donor-imposed stipulations. Temporarily restricted net assets are those whose use by the Center has been limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled or otherwise removed by actions of the Center. Permanently restricted net assets are those that are subject to donor-imposed stipulations that they be maintained permanently by the Center. The Center had no permanently restricted net assets at June 30, 2013 and 2012.

Use of Estimates

The preparation of consolidated financial statements requires management to make estimates and assumptions that affect the reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.

Consolidated Statement of Activities

The Center has classified the consolidated statements of activities into two categories, operating and non-operating. The operating category represents the normal recurring activities of the Center. The non-operating activity captures non-recurring activity primarily related to gains and losses from the sale of property and equipment and income from rental activities.

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Net Patient Service Revenue

Revenue is recorded at the Center's standard charges for patient services rendered. Under the terms of agreements with Medicare, Medicaid and other third party payors, reimbursement for the care of program beneficiaries may differ from the Center's standard charges. Differences are recorded as contractual adjustments, which are reflected as an adjustment to patient service revenue together with patient discounts. Credit is extended without collateral.

Charity Care

The Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Center does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see Note 10).

Grants and Contracts

The Center receives funding from the federal Public Health Service Agency for its medical operations under a Bureau of Primary Health Care (BPHC) grant program. Since the BPHC grant is available for use in the majority of the Center's operations, it is reported as unrestricted in the consolidated financial statements.

Support received under grants and contracts with governmental agencies and private foundations is reported as revenue when terms of the agreement have been met.

Grants received for the purpose of acquiring long-lived assets are reported as support that increases temporarily restricted assets. The Center has adopted a policy of implying a time restriction on such grants that expire over the assets' useful life.

Contributions

Contributions, including pledges, are recognized as revenues in the period received. The Center reports contributions of cash and other assets received with donor-imposed time or purpose restrictions as temporarily restricted support. When a donor restriction expires, i.e., when a stipulated time restriction or purpose restriction ends, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as unrestricted revenues.

Management has evaluated its outstanding pledges at the end of June 30, 2013 and 2012, and has determined that all amounts are fully collectible and an allowance for uncollectible contributions is not considered necessary.

Advertising and Promotion

The Center expenses its advertising and promotion costs as incurred.

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Cash and Cash Equivalents

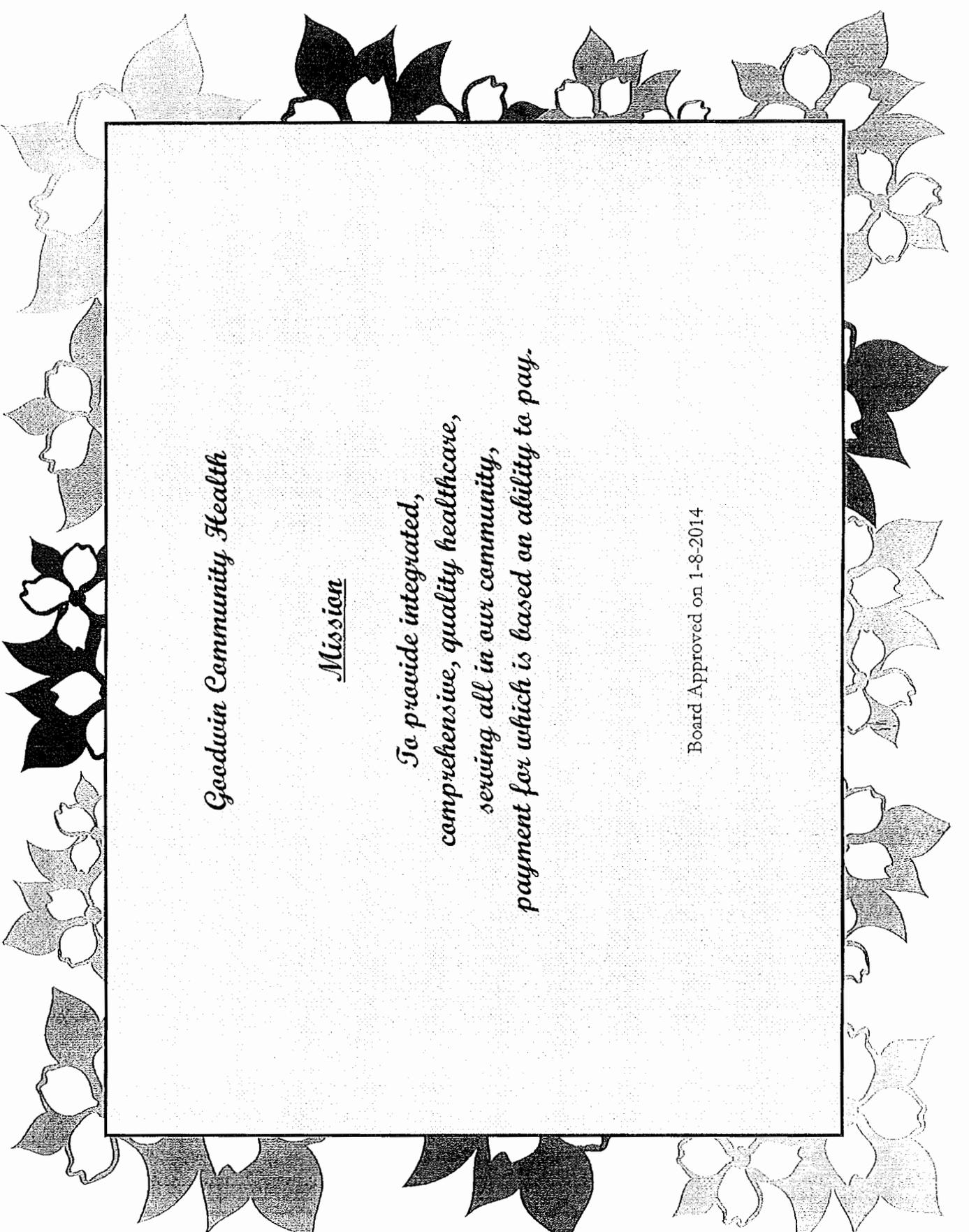
For the purpose of reporting cash flows, the Center considers all unrestricted highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of contractual allowances and of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2013 and 2012, the allowance for doubtful accounts was \$137,852 and \$125,158, respectively.

In evaluating the collectability of accounts receivable, the Center analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Center analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Center records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The Center's allowance for doubtful accounts methodology for self-pay patients remained consistent with prior year. The Center allows for 100% of patient account receivables over 90 days, 75% over 60 days and 50% under 60 days. The Center's allowance account increased by \$12,694 from fiscal year 2012 to fiscal year 2013. In addition, the Center's provision for bad debts for self-pay patients decreased \$86,330 from \$361,889 for fiscal year 2012 to \$275,559 for fiscal year 2013. The changes were the result of positive trends experienced in the collection of amounts from self-pay patients in fiscal year 2013. The Center has not changed its charity care or uninsured discount policies during fiscal years 2013 and 2012.

A decorative border of stylized leaves and flowers surrounds the central text area. The border is composed of repeating patterns of leaves and flowers, some in solid black and others in a light gray stippled pattern.

Goodwin Community Health

Mission

*To provide integrated,
comprehensive, quality healthcare,
serving all in our community,
payment for which is based on ability to pay.*

Board Approved on 1-8-2014

Goodwin Community Health

Name/Address	Occupation
Chair David B. Staples, DDS	Dentist Consumer
Vice Chair Valerie Goodwin	Business
Board Treasurer Mark Boulanger	CPA
Board Secretary: Timothy Beaupre, Esq.	Attorney
Board Members	
Pamela Bertram, MD	Physician
Robert F. Kraunz, MD	Retired Physician
Allison Neal	Education Consultant Consumer
Hilton Kelly	Financial Advisor Consumer
Kirsten Jones	Food Service Industry Consumer
Nancy Burgess-Anderson	Retired-Community Non-Profit Agencies Consumer
Donald Chick	Business Owner Consumer
Mathurin Malby, MD	Physician/ ER Director
Allyson Hicks	Finance Director

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Goodwin Community Health

Name of Program: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Program

BUDGET PERIOD: SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Janet Laatsch	Chief Executive Officer	\$143,208	0.00%	\$0.00
Carol Garlough	Chief Operating Officer	\$79,706	10.00%	\$7,970.56
Erin Ross	Chief Financial Officer	\$91,125	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$7,970.56

BUDGET PERIOD: SFY 17				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Janet Laatsch	Chief Executive Officer	\$143,208	0.00%	\$0.00
Carol Garlough	Chief Operating Officer	\$79,706	10.00%	\$7,970.56
Erin Ross	Chief Financial Officer	\$91,125	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$7,970.56

JANET M. LAATSCH
311 Route 108
Somersworth, NH 03878

Jlaatsch@GoodwinCH.org

603-953-0065

Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.

WORK EXPERIENCE:

Goodwin Community Health (GCH)

Somersworth, NH

2001-Present

Chief Executive Officer

2005-Present

Accomplishments:

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over \$7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

Responsibilities:

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

Finance Director

2002-2005

Accomplishments:

- Brought in over \$3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program
- Achieved a financial surplus annually

Responsibilities:

- Responsible for all financial transactions, billing, collections, patient accounts
- Strategic planning as it relates to capital funding
- Budget development, cost/benefit analysis of existing programs and potential new programs
- Development and implementation of an annual development plan
- Research, write, submit and provide follow-up reports for grant funds

• Oversee human resource functions of the organization
Grant Writer/Per Diem Nurse **2001-2002**

**Grant Writing Services,
N. Hampton, NH
Sole Proprietor** **1999-2001**

Accomplishments:

- Successfully researched and submitted grants for health and educational organizations totaling over \$150k

Responsibilities:

- Research private, industry, state and federal funds for non-profit organizations

North Shore Medical Center (Partners Health Care) **1991-1999**
Salem, MA

**Acting Chief Operations Officer for the
North Shore Community Health Center** **1997-1999**

Accomplishments:

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

Responsibilities:

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

EDUCATION:

University of New Hampshire: M.B.A.
Durham, N.H. Concentration in Finance **1991**

Northern Michigan University: B.S.N.
Marquette, M.I. Minor in Biology **1981**

LICENSES/CERTIFICATES:

Real Estate Broker
N.H. Nursing License

PROFESIONAL:

Member of the National Association of Community Health Centers
Previous Board member of the United Way of the Greater Seacoast
Treasurer for the Health and Safety Council of Strafford County
Board member of the Community Health Network Access (CHAN)
Board member of the Rochester Rotary, slotted for President in 2011

Carol Ann Garlough
311 Route 108
Somersworth, NH 03878
(603) 516-2543

Education

Bachelor of Arts
Home Economics Education
Mt. St. Mary College
Hooksett, N.H. 03106
Extra Curricular Activities: President of the Junior and Senior Class, Business Manager of the Yearbook.

Additional Courses Taken: Statistics, Accounting II, Computer Programming, Algebra, Novell Networks & Lotus 1-2-3.

Employment

Goodwin Community Health
311 Route 108
Somersworth, N.H. 03878
1980 - 1981 Nutrition Educator
1982 - present WIC Director
2005 - present Operations Director

1980 – present

University of New Hampshire
Cooperative Extension Services
Expanded Food and Nutrition Education Program
Program Assistant

1979 – 1980

Raymond High School
Raymond, N.H. 03077
Home Economics Teacher

1977 -1978

Affiliations

Rochester Catholic School Board 1988 -1994
Vice-Chair 1991-1993
Chairperson 1993-1994
Fundraising Chairperson 1989-1990

Friends of Rochester Catholic 500 Club
Treasurer 1986 – 1989

N.H. WIC Directors Association 1982 – present
Chairperson 1990-1995, 2002 -2006
Treasurer 1985 – 1989
Conference Chairperson 1995, 1997 & 2002

National WIC Association 1989 – present
Local Agency Steering Committee 2000- 2002

Strafford County Community Action Committee
Board of Directors 2007 - present

Erin E. Ross
311 Route 108
Somersworth, NH 03878
Email Address: eross@goodwinch.org
Work: (603) 516-2549

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

Education

September 1998 – May 2002 **Bachelor of Science in Health Management & Policy**
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

July 2011 – Present

Chief Financial Officer
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2009- 2012

Chief Executive Officer
Great Bay Mental Health Associates, Inc

- Responsible for all operations of private, for-profit mental health practice.
- Recruit both professional and administrative staff as needed for practice.
- Develop and implement policies and procedures as needed for practice.

August 2006 – June 2011

Service Expansion Director
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006

Site Manager, Dover Location & Front Office Manager
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010

Dental Coordinator
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.
- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

Administrative Assistant to Medical Director

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

Billing Associate

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

Billing Associate

Automated Medical Systems

Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002

Building Manager

Memorial Union Building – UNH

Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

6/18/14 # 89 3

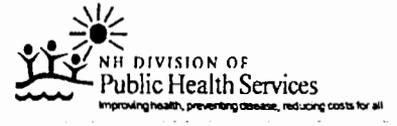
SM



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 28, 2014

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

100% federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise 4 amendment agreements with vendors by increasing the Price Limitation by \$33,575 from \$6,616,240 to \$6,649,815 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 48, 49, and June 5, 2013, Item number 47 and 95.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014 Amount	SFY 2015 Amount	Total Increase
Southern NH Services	Hillsborough Rockingham Counties	\$1,845	\$6,556	\$8,401
Southwestern Community Services, Inc.	Cheshire & Sullivan Counties	\$710	\$14,412	\$15,122
Community Action Program and Merrimack Counties, Inc.	Belknap, Coos, Grafton, & Merrimack Counties	\$2,750	\$4,596	\$7,346
Goodwin Community Health	Carroll & Strafford Counties	\$1,131	\$1,575	\$2,706
TOTAL		\$6,436	\$27,139	\$33,575

Funds to support this request are available in the following accounts for SFY 2014 and SFY 2015 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

See attachment for financial details

EXPLANATION

This requested action seeks approval of 4 amendments to increase the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, to purchase software licenses and data storage devices, and to support educational training. In the interest of efficiency, the contract amendments are being bundled as they are providing the same services, and because of the size of the resulting Governor and Council submission, the copies provided are abbreviated in the interest of saving resources. The Councilors and the public can view the entire submission package on the Secretary of State's website.

The WIC Nutrition Program provides statewide monthly nutrition benefits to more than 14,800 low income women, infants, and children. The StarLINC computer system issues these benefits through printing of more than 50,000 food vouchers monthly redeemed at approximately 200 grocery stores in New Hampshire.

Should Governor and Executive Council not authorize this Request, WIC local agencies will not be able to continue to efficiently provide nutrition benefits to low income women, infants, and children using the StarLINC computer system.

Contracts were awarded to these four vendors through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Health Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

There were no competing proposals received for the provision of the Women, Infants and Children and Commodity Supplemental Food Programs nutrition services. Six evaluators from within the Department of Health and Human Services working in teams of four were used in the review of all proposals. All reviewers have between five and twenty-five years' experience working in the public health setting at the State and local levels in New Hampshire. All have management experience in nutrition, health and nursing programs, including Women, Infants and Children and breastfeeding programs. All have degrees in nutrition, human services, nursing or public health, and have been involved in reviewing proposals in the Division of Public Health Services. The Request for Proposals scoring summary is attached.

The performance measures as described in the contract amendment Exhibit A – Amendment 1 – Performance Measures, will be used to continue to measure the effectiveness of the agreement.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2014
Page 3 of 3

Area to be served is statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

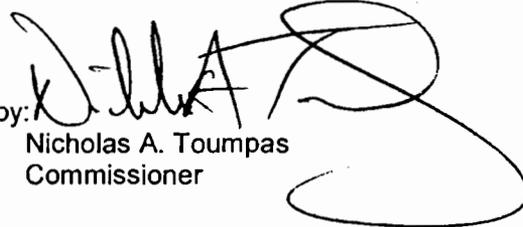
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF
 100% Federal Funds

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2014	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2014	102/500734	Contracts for Program Svcs	90006003	640,055	1,845	641,900
SFY 2014	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2014	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2014	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2014	102/500734	Contracts for Program Svcs	90006041	100,968		100,968
SFY 2015	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2015	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2015	102/500734	Contracts for Program Svcs	90006003	640,055	5,056	645,111
SFY 2015	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2015	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2015	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2015	102/500734	Contracts for Program Svcs	90006041	100,668	1,500	102,168
			Sub-Total	\$3,061,126	\$8,401	\$3,069,527

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	41,212	-	41,212
SFY 2014	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2014	102/500734	Contracts for Program Svcs	90006003	168,905	710	169,615
SFY 2014	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2014	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2014	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2014	102/500734	Contracts for Program Svcs	90006041	22,763		22,763
SFY 2015	102/500734	Contracts for Program Svcs	90006001	41,212		41,212
SFY 2015	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2015	102/500734	Contracts for Program Svcs	90006003	168,905	2,412	171,317
SFY 2015	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2015	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2015	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2015	102/500734	Contracts for Program Svcs	90006041	22,563	12,000	34,563
			Sub-Total	\$656,504	\$15,122	\$671,626

FINANCIAL DETAIL ATTACHMENT SHEET

WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2014	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2014	102/500734	Contracts for Program Svcs	90006003	379,200	1,250	380,450
SFY 2014	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2014	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2014	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2014	102/500734	Contracts for Program Svcs	90006041	55,261	1,500	56,761
SFY 2015	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2015	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2015	102/500734	Contracts for Program Svcs	90006003	379,200	3,096	382,296
SFY 2015	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2015	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2015	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2015	102/500734	Contracts for Program Svcs	90006041	53,061	1,500	54,561
SFY 2015			Sub-Total	1,977,206	\$7,346	1,984,552

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2014	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2014	102/500734	Contracts for Program Svcs	90006003	251,360	928	252,288
SFY 2014	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2014	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2014	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2014	102/500734	Contracts for Program Svcs	90006041	30,718		30,718
SFY 2015	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2015	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2015	102/500734	Contracts for Program Svcs	90006003	251,360	1,372	252,732
SFY 2015	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2015	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2015	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2015	102/500734	Contracts for Program Svcs	90006041	30,418		30,418
SFY 2015			Sub-Total	\$921,404	\$2,706	924,110
			TOTAL	\$6,616,240	\$33,575	\$6,649,815

Program Name WIC-CSFP-BFPC
 Contract Purpose Public health nutrition services
 RFP Score Summary

RF/RFP CRITERIA	Max Pts	Community Action Program Belknap Merrimack Counties, Concord, NH	Goodwin Community Health, Somersworth, NH	Southern New Hampshire Services, Manchester, NH	Southwestern Community Services, Keene, NH			
Agency Capacity	30	29.33	26.00	20.67	19.67	0.00	0.00	0.00
Program Structure	50	45.00	39.50	31.67	39.00	0.00	0.00	0.00
Budget and Justification	15	13.33	12.00	15.00	15.00			
Format	5	5.00	4.33	3.33	3.00	0.00	0.00	0.00
Total	100	92.67	81.83	70.67	76.67	0.00	0.00	0.00

BUDGET REQUEST	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET REQUEST		1,977,206.00	921,404.00	3,061,126.00	656,504.00			
BUDGET AWARDED	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET AWARDED		1,977,206.00	921,404.00	3,061,126.00	656,504.00			

RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
1		Lisa Richards	Program Planner	DHHS, DPHS	Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years.
2		Margaret Murphy	Administrator	DHHS, DPHS	Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.
3		Marisa Lara	Health Promotion Advisor	DHHS, DPHS	Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.
4					
5					
6					
7					
8					
9					
10					



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Goodwin Community Health**

This 1st Amendment to the Goodwin Community Health, contract (hereinafter referred to as "Amendment One") dated this 14th day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 311 Route 108, Somersworth, NH, 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by increasing the price limitation.

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

To amend as follows:

- Form P-37, to change:
Block 1.8 to read: \$924,110.
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:
The contract price shall increase by \$1,131 for SFY 2014.
The contract price shall increase by \$1,575 for SFY 2015.

Paragraph 1.2 to Paragraph 1:
Funding is available as follows:

\$2,300 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Award Number (FAIN) 14144NH703W1003 and \$406 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA#10.565, FAIN 14144NH814Y8005.



Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
 - Exhibit B-1 (2014) - Amendment 1
 - Exhibit B-1 (2015) - Amendment 1
 - Exhibit B-2 (2014) - Amendment 1
 - Exhibit B-2 (2015) - Amendment 1

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



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

State of New Hampshire
Department of Health and Human Services

5/29/14
Date

Brook Dupee
Brook Dupee
Bureau Chief

Goodwin Community Health

5-14-14
Date

Janet Atkins
Name: Janet Atkins
Title: Executive Director

Acknowledgement:

State of New Hampshire County of Stratford on 4 May 14 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

(Janet Atkins)

[Signature]
Signature of Notary Public or Justice of the Peace

Sherry Todd, Attorney
Name and Title of Notary or Justice of the Peace

Comm. exp. 11-6-2018

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wiach
Name: *Rosemary Wiach*
Title: *Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

Goodwin Community Health will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs. This Exhibit A – Amendment 1 modifies exhibit A, Scope of Services, by increasing the price limitation for the provision of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and expanded CSFP caseload served.

2. Required Activities

Goodwin Community Health will provide WIC services to 2,645 women, infants and children monthly utilizing the StarLINC MIS system, will provide CSFP services to 764 seniors monthly, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.
- Funding to expand CSFP services to eligible low-income seniors.

3. Performance Measures

The following performance measures will be used to measure the effectiveness of the agreement.

Access to Nutrition Services:

- To serve 95%-105% of the assigned Women, Infants and Children and Commodity Supplemental Food Programs caseload throughout the fiscal year.
- To increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy.

Obesity Prevention:

- To increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period, to increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months, and to increase rates of exclusive breastfeeding.
- To develop initiatives in the area of increased physical activity for women and children.
- To develop initiatives in the area of decreased television viewing.
- To develop initiatives in the area of increased fruit and vegetable consumption.

**Exhibit B-1 (2014) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: WIC Nutrition Program
(Name of RFP)

Budget Period: SFY 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 300.00	\$ -	\$ 300.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 628.00	\$ -	\$ 628.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 928.00	\$ -	\$ 928.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: JA
Date: 5/14/14

**Exhibit B-1 (2015) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: WIC Nutrition Program
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 1,300.00	\$ -	\$ 1,300.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 72.00	\$ -	\$ 72.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,372.00	\$ -	\$ 1,372.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: JH
Date: 5/14/14

**Exhibit B-2 (2014) Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: Commodity Supplemental Food Program
(Name of RFP)

Budget Period: SFY 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 203.00	\$ -	\$203.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:		\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel		\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software		\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 203.00	\$ -	\$203.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: JA
Date: 5/14/14

**Exhibit B-2 (2015) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: Commodity Supplemental Food Program
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 203.00	\$ -	\$ 203.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:		\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:		\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel		\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software		\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 203.00	\$ -	\$ 203.00	

Indirect As A Percent of Direct 0.0%

Contractor Initials: JA

Date: 5/14/14

49 *sw*

11/11



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4545 1-800-852-3345 Ext. 4545
Fax: 603-271-4779 TDD Access: 1-800-735-2964



G&C Approved

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 1, 2013

Date 5-15-2013
Item # 49
100% Federal Funds

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Goodwin Community Health (Vendor #154703 B001), 311 Route 108, Somersworth, NH, 03878, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$921,404, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	57,235.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	15,115.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	251,360.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	76,549.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	5,756.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	24,119.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	30,718.00
			Sub-Total	\$460,852.00
SFY 15	102-500734	Contracts for Prog Svc	90006001	57,235.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	15,115.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	251,360.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	76,549.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	5,756.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	24,119.00
SFY 15	102-500734	Contracts for Prog Svc	90006041	30,418.00
			Sub-Total	\$460,552.00
			Total	\$921,404.00

EXPLANATION

~~DEVOTED~~ Funds in this agreement will be used by Goodwin Community Health to provide direct nutrition services monthly to 3,383 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Carroll and Strafford Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program has been shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low-income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 3,303 clients in Carroll and Strafford Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

Goodwin Community Health was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Healthy Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that a Request for Proposals was posted: there was no bidders' conference held.

Four proposals were received. There was only one respondent to provide services in the Carroll and Strafford Counties service area. There were three proposal reviewers, all of whom are currently employed in the Division of Public Health Services, Healthy Eating and Physical Activity Section. All reviewers have between five and twenty years experience in developing Request for Proposals, reviewing nutrition proposals, and managing agreements with vendors for chronic disease and nutrition services. Each reviewer evaluated and scored the proposals using a standardized scoring form and criteria. The final decision was based on the general consensus of the reviewers and by taking an average of all scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$958,340. This represents a decrease of \$36,936 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

The following performance measures will be used to measure the effectiveness of the agreement.

- 65% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 1, 2013
Page 3

- 15% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 79% of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeeding until 3 months and 28% of WIC participants will breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Carroll and Strafford Counties.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

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

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/lr

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

- 10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

- 10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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.

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 2nd Amendment to the Southern New Hampshire Services, Inc., contract (hereinafter referred to as "Amendment Two") dated this 9th day of February, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 40 Pine Street, PO Box 5040, Manchester, NH 03108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, Item #47, and amended on June 18, 2014, Item #89, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017
2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$6,010,130
3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2
4. Delete Exhibit B and replace with Exhibit B Amendment #1
5. Amend Budget to add:
 - Exhibit B-1 (SFY 2015) Amendment #2 Budget
 - Exhibit B-1 (SFY 2016) Amendment #2 Budget
 - Exhibit B-1 (SFY 2017) Amendment #2 Budget
6. Delete Exhibit C and replace with Exhibit C Amendment #1
7. Add Exhibit C-1 Revisions to General Provisions



8. Delete Exhibit G and replace with Exhibit G Amendment #1

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

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

State of New Hampshire
Department of Health and Human Services

2/23/15
Date

[Signature]
Brook Dupee
Bureau Chief

Southern New Hampshire Services, Inc.

2-17-15
Date

[Signature]
Name: Michael O'Shea
Title: Fiscal Officer

Acknowledgement:

State of New Hampshire, County of Hillsborough on February 17, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

DIANE P. ERIKSON, EXECUTIVE ASSISTANT
Name and Title of Notary or Justice of the Peace

My Commission Expires: DIANE P. ERIKSON, Notary Public
~~My Commission Expires May 23, 2019~~

Contractor Initials: [Signature]
Date: 2-17-15



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

OFFICE OF THE ATTORNEY GENERAL

3/16/15
Date


Name: Megan A. York
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 A – Amendment 2

SCOPE OF SERVICES

1. Project Description

Southern New Hampshire Services, Inc., will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs (BFPC).

2. Required Activities

2.1. The Contractor shall:

- 2.1.1. Provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to (7,692 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.2. Provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to (2,155) (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.3. Ensure the Contractor's WIC Director attends the national education conference sponsored by the National WIC Association in May 2015.
- 2.1.4. Adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire WIC and CSFP State Plans, Policy and Procedure Manual, and the NH Administrative Rules.
- 2.1.5. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all program materials.
- 2.1.6. Be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
- 2.1.7. The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants. The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
- 2.1.8. The Contractor shall make referrals to Medicaid and the Food Stamp Program, and shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.1.9. The Contractor shall make nutrition education available to each WIC Program participant according to individual needs.
- 2.1.10. The Contractor shall be responsible for issuing food benefits in compliance with the Policy and Procedure Manual.



Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
- 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
- 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
- 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
- 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
- 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.

2.2. CSFP Warehouse Responsibilities

- 2.2.1. CSFP commodity foods shall be requested and accepted only in such quantities as can and will be used in accordance with the rates and recommended period of utilization designated by the State. Commodities shall not be sold, exchanged or otherwise disposed of without the specific written consent of the State. However, commodities may be transferred between Contractors upon the authorization of the State if determined to be in the best interest of the CSF Program.
- 2.2.2. Adequate facilities and personnel shall be provided by the Contractor for the proper care, handling, storage and distribution of commodities to properly safeguard against theft, spoilage, and other loss in accordance with federal and State statutes and rules. Failure to provide such care will require full restitution to and as determined by the State.
- 2.2.3. Commodities found to be damaged or out of condition and determined to be unfit for human consumption by Federal, State or local health officers or by other competent persons, shall be disposed of only in accordance with instructions from the State.
- 2.2.4. All books and records pertaining to the receipt and use of commodities shall be kept for a period of three years from the close of the federal fiscal year to which they pertain.
- 2.2.5. The State and the US Department of Agriculture reserve the right to inspect commodities in storage, the facilities used for storing such commodities and all records and reports pertaining to the distribution of commodities at any reasonable time.

Handwritten signature in black ink.

2-17-15



Exhibit A – Amendment 2

- 2.2.6. The Contractor agrees to promptly pay such reasonable service charges as are assessed by USDA, the State, or private shippers to cover storage, processing, handling and delivery costs for which they are responsible. All funds accruing from the sale of containers, salvage of commodities, reimbursement from insurance, or recoveries from loss or damage claims shall be used to either replace lost food, reimburse the U.S. Department of Agriculture, or used for allowable program costs of the State commodity program in accordance with applicable Federal regulations and instructions, and according to the direction and approval of the State.
- 2.2.7. Shortages in or damages to commodities received from USDA must be immediately reported to the State if the amount exceeds 5% of the total shipment. All other loss and damage to commodities or complaints shall be reported at least monthly to the State. Upon an event creating a claim in favor of the Contractor from loss or damage of commodities caused by warehouse staff, a carrier or other person, the Contractor shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the State.
- 2.2.8. The Contractor assures the State that in its administration of Food Distribution Programs, it will comply with all requirements imposed by or pursuant to Part 15, Subpart A of Title 7, CFR, of the regulations of the US Department of Agriculture including amendments thereto after the date of this agreement. Federal food assistance is extended in reliance on the representations made herein.
- 2.2.9. The State reserves the right to discontinue immediately further shipments of United States Department of Agriculture donated foods to a Contractor who fails to comply with the general intents and purposes set forth in this agreement or any instructions issued pursuant thereto.
- 2.3. WIC & CSFP Administrative Responsibilities
- 2.3.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 2.3.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 2.3.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 2.3.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 2.3.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).



Exhibit A – Amendment 2

- 2.3.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
 - 2.3.7. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the State.
 - 2.3.8. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
 - 2.3.9. Comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
 - 2.3.10. Notify the State about planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
 - 2.3.11. Conduct special projects as appropriate funding is received.
 - 2.3.12. Complete and submit a quarterly time study of all WIC/CSFP/BFPC staff utilizing forms and instructions provided by the State Agency.
 - 2.3.13. Submit a report on their progress towards meeting performance measures and a final report on the overall program goals and objectives at the end of the two-year contract period.
- 2.4. BFPC Responsibilities
- 2.4.1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program, provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
 - 2.4.2. Adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire WIC State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
 - 2.4.3. Administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
 - 2.4.4. Assure adequate program support from local management. The appropriate definition of a peer counselor shall be:
 - 2.4.4.1. Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
 - 2.4.4.2. Paraprofessionals must provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.4.4.3. Must be recruited and hired from the target population.
 - 2.4.4.4. Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
 - 2.4.5. Have a designated breastfeeding peer counseling program manager or coordinator at the local level.
 - 2.4.6. Have defined job parameters and job descriptions for peer counselors.
 - 2.4.7. Provide adequate compensation and reimbursement of peer counselors.



Exhibit A – Amendment 2

- 2.4.8. Assure training of local peer counseling management and clinic staff includes use of: “*Loving Support Through Peer Counseling*” curriculum and presentations.
- 2.4.9. Adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.4.10. Assure adequate supervision and monitoring of peer counselors.
- 2.4.11. Establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 2.4.12. Assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3.2. Reporting Requirements

- 3.2.1. Submit quarterly programmatic reports to the DHHS;
- 3.2.2. Submit annual programmatic reports to the DHHS; and
- 3.2.3. Submit monthly invoices to the DHHS for services provided.

4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 4.1.1. Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout the fiscal year;
 - 4.1.2. Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
 - 4.1.3. Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;
 - 4.1.4. Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months; and
 - 4.1.5. Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program.
- 4.2. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

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Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:
 - a. \$2,536,668 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$1,267,334 in SFY 2016 and \$1,267,334 in SFY 17.
 - b. \$115,093 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$2,765) in SFY 2015, \$58,929 in SFY 2016 and \$58,929 in SFY 17.
 - c. \$288,842 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734, (\$27,946) in SFY 2015, \$165,589 in SFY 2016 and \$151,199 in SFY 17.

\$2,940,603 Total

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015 , SFY 2016 and SFY 2017 budgets (Exhibits B-1 Amendments #2). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.



Exhibit B Amendment #1

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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[Handwritten Signature]
[Handwritten Date: 2-17-15]

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire Services, Inc

**WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program**
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 3,762.00	\$ -	\$ 3,762.00	
2. Employee Benefits	\$ (6,504.00)	\$ -	\$ (6,504.00)	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ (3,451.00)	\$ -	\$ (3,451.00)	
6. Travel	\$ (15,496.00)	\$ -	\$ (15,496.00)	
7. Occupancy	\$ (3,436.00)	\$ -	\$ (3,436.00)	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 509.00	\$ -	\$ 509.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ (1,501.00)	\$ -	\$ (1,501.00)	
11. Staff Education and Training	\$ (500.00)	\$ -	\$ (500.00)	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (SFY15 NWA Travel):	\$ 2,000.00	\$ -	\$ 2,000.00	
Indirect	\$ -	\$ (4,094.00)	\$ (4,094.00)	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ (24,617.00)	\$ (4,094.00)	\$ (28,711.00)	

Exhibit B-1 (SFY 2015) Amendment #2 Budget

Contractor Initials: MA

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire Services, Inc

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Fundamental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 822,119.00	\$ -	\$ 822,119.00	
2. Employee Benefits	\$ 320,733.00	\$ -	\$ 320,733.00	
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 530.00	\$ -	\$ 530.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 8,500.00	\$ -	\$ 8,500.00	
Office	\$ 72,000.00	\$ -	\$ 72,000.00	
6. Travel	\$ 63,200.00	\$ -	\$ 63,200.00	
7. Occupancy	\$ 68,897.57	\$ -	\$ 68,897.57	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,751.89	\$ -	\$ 1,751.89	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 5,500.00	\$ -	\$ 5,500.00	
Indirect	\$ -	\$ 113,230.54	\$ 113,230.54	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,364,231.46	\$ 113,230.54	\$ 1,477,462.00	

Indirect As A Percent of Direct

8.3%

Exhibit B-1 (SFY 2017) Amendment #2 Budget

Contractor Initials: 



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

- 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- 3. **Extension:**
This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

- 4. **Insurance**
Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

- 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and Umbrella liability coverage in the amount of \$1,000,000 per occurrence.

2-17-15



**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- Amendment #1

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

Contractor Initials 

**New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1**



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: Southern New Hampshire Services, Inc.

2-17-15
Date


Name: Michael O'Shea
Title: Fiscal Officer

Exhibit G- Amendment #1

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

Contractor Initials 

Date 2-17-15

CERTIFICATE OF VOTES

(Corporate Authority)

I, Jill Jamro, Clerk/Secretary of Southern New Hampshire Services, Inc.
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such
books; (4) that the Board of Directors of the Corporation have authorized, on September 22, 2014, such authority
(date)
to be in force and effect until June 30, 2017.
(contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the
Corporation any contract or other instrument for the sale of products and services:

Gale F. Hennessy
(name)

Executive Director
(position)

Michael O'Shea
(name)

Fiscal Officer
(position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire
(state of incorporation)

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded
and continues in full force and effect as of the date hereof.

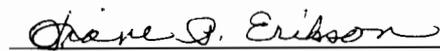
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this
17th day of February, 2015.


Clerk/Secretary

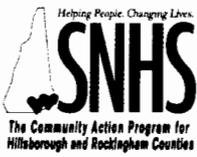
STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 17th day of February, 2015, before me, Diane P. Erikson the
undersigned Officer, personally appeared Jill Jamro who acknowledged her/himself to be
the Secretary of Southern New Hampshire Services, Inc., a corporation and that
she/he as such Secretary being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

Commission Expiration Date:



SOUTHERN NEW HAMPSHIRE SERVICES, INC.
The Community Action Agency for Hillsborough and Rockingham Counties

Mailing Address: P.O. Box 5040, Manchester, NH 03108
40 Pine Street, Manchester, NH 03103
(603) 668-8010 Fax: (603) 645-6734

RESOLUTIONS
(Approved by Board of Directors 9/22/14)

Resolved: The Board of Directors of Southern New Hampshire Services, Inc. authorizes Gale F. Hennessy, Executive Director/Chief Executive Officer, Michael O'Shea, Fiscal Officer/Chief Financial Officer, Deborah Gosselin, Chief Operating Officer or, in their absence, Denise Vallancourt, Accounting Manager to sign contracts, checks and other documents on behalf of the Agency with the following:

The State of New Hampshire including the Department of Health and Human Services: Division of Family Assistance for TANF, NHEP, Workplace Success, CSBG, and Homeless Services; Division of Public Health Services for WIC/CSFP; Division for Children, Youth & Families for Child Care Resource and Referral Services; Office of Human Services/Bureau of Homeless and Housing Services for Homeless Programs; Office of Minority Health & Refugee Affairs for Refugee Social Services. The New Hampshire Office of Energy and Planning for the Weatherization Assistance Program, Heating, Repair and Replacement Program, Senior Energy Assistance Services, and the Fuel Assistance Program; the New Hampshire Department of Education for the Child & Adult Care Food Program, Summer Food Service Program, English as a Second Language, Portsmouth Adult Basic Education Program, and Adult Education/College Transitions at Portsmouth; the New Hampshire Department of Resources and Economic Development for the WIA Adult & Dislocated Worker Programs, and OJT National Emergency Grants; the New Hampshire Department of Safety for Interpretation Services for Non-English Speakers and the Deaf and Hard of Hearing at Specified Meetings.

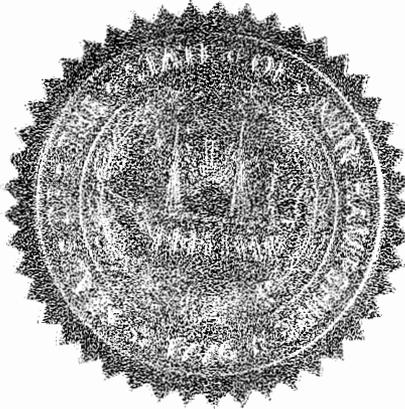
The U.S. Department of Health and Human Services, Administration for Children and Families for Head Start; U.S. Department of Labor/ETA for the YouthBuild Program; Office of Community Services sponsored programs; the Corporation for National and Community Services for RSVP; United States Department of Housing and Urban Development for Housing and Homeless Program.

The United Way of Greater Nashua; Heritage United Way; Monadnock United Way; United Way of the Greater Seacoast; NH Charitable Foundation for the Western Hillsborough County Family Services Program; Community Action Program Belknap/Merrimack Counties, Inc. for the Emergency Food Assistance Program, (TEFAP), the HOME Investment Partnership Program, and the Senior Community Service Employment Program; New Hampshire utility companies for Neighbor Helping Neighbor, Electric Assistance Program (EAP), and NHSaves Home Energy Solution and Home Energy Assistance Programs; City of Manchester; City of Nashua; City of Nashua-Brownfield Fund; New Hampshire Housing Finance Authority; Manchester Housing and Redevelopment Authority; Nashua Housing Authority for housing and community development programs; New Hampshire Community Action Association; and any and all other Federal, State, Local, Public and Private Agencies seeking to provide services consistent with the Mission of Southern New Hampshire Services, Inc. through contractual relationships with Southern New Hampshire Services, Inc.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2014

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Southern NH Services P.O. Box 5040 Manchester NH 03108	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Ins Co	
	INSURER B: MEMIC Indemnity Company	11030
	INSURER C:	
	INSURER D:	
	INSURER E:	

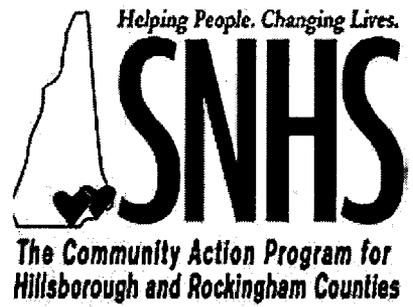
COVERAGES CERTIFICATE NUMBER: **CL14122326339** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK1273501	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> Employee Benefits						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> Professional Liab			GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG \$ 2,000,000				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				\$			
A	AUTOMOBILE LIABILITY			PHPK1273501	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
				Underinsured motorist \$ 1,000,000				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB484756	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$	
	DED	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801290	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				(3a.) ME & NE	E.L. EACH ACCIDENT \$ 500,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						All officers included	E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	Crime			PHPK1273501	12/31/2014	12/31/2015	Fidelity \$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Perrin/KS5 <i>Laura Perrin</i>



SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2013

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2013

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OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A., C.V.A.
George A. Roberge, C.P.A.

Gary A. Wigant, C.P.A.
C. Joseph Wolverton, C.P.A., C.V.A.

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

To the Board of Directors
Southern New Hampshire Services, Inc.
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Southern New Hampshire Services, Inc. (the Organization), which comprise the statement of financial position as of July 31, 2013, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 30, 2014.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Ouellette & Associates, P.A.
Certified Public Accountants

April 30, 2014
Lewiston, Maine

OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A., C.V.A.
George A. Roberge, C.P.A.

Gary A. Wigant, C.P.A.
C. Joseph Wolverson, C.P.A., C.V.A.

**Independent Auditors' Report on Compliance for Each Major Program and on
Internal Control over Compliance and Schedule of Expenditures of
Federal Awards Required by OMB Circular A-133**

To the Board of Directors
Southern New Hampshire Services, Inc.
Manchester, New Hampshire

Report on Compliance for Each Major Program

We have audited Southern New Hampshire Services, Inc.'s (the Organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc.'s major federal programs for the year ended July 31, 2013. Southern New Hampshire Services, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Southern New Hampshire Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2013.

Report on Internal Control over Compliance

Management of Southern New Hampshire Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of Southern New Hampshire Services, Inc. as of and for the year ended July 31, 2013, and have issued our report thereon dated April 30, 2014, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

April 30, 2014
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2013

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
<u>U.S. Department of Agriculture:</u>			
Pass-Through State of New Hampshire Department of Health and Human Services			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	1016781	\$ 1,288,482
	10.557	177198	<u>106,452</u>
			1,394,934
Commodity Supplemental Food Program	10.565	1016781	178,469
	10.565	177198	<u>25,226</u>
			203,696
Pass-Through State of New Hampshire Department of Education			
Child and Adult Care Food Program	10.558		682,283
Summer Food Service Program for Children	10.559	634	91,523
Farmers' Market Promotion Income	10.168	NH-300-11	27,375
Partnership Agreements to Develop Non-Insurance Risk Management Tools for Procedures	10.456	11-IE-53102-085	25,894
Beginning Farmer and Rancher Development Program	10.311	2011-49400-30626	<u>128,077</u>
Total U.S. Department of Agriculture			<u>\$ 2,553,782</u>
<u>U.S. Department of Housing and Urban Development:</u>			
Direct Program			
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ 292,244
Pass-Through State of New Hampshire Division of Behavioral Health			
Supportive Housing Program	14.235	NH0037B1T02080	34,539
Pass-Through Belknap Merrimack Community Action Program			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		<u>142,976</u>
Total U.S. Department of Housing and Urban Development			<u>\$ 469,759</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

(Continued)

YEAR ENDED JULY 31, 2013

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
<u>U.S. Department of Labor:</u>			
Direct Program			
Youth Build	17.274		243,972
Pass-Through State of New Hampshire Department of Resources and Economic Development			
WIA Cluster			
WIA Adult Program	17.258	1018853	\$ 1,234,623
WIA – Dislocated Workers	17.278	1018853	<u>2,266,889</u>
Total WIA Cluster			3,501,512
WIA – Incentive Grants - WIA Section 503	17.267		120,388
WIA – National Emergency Grants	17.277	1019830	<u>986,348</u>
Total U.S. Department of Labor			<u>\$ 4,852,220</u>
<u>U.S. Department of Energy:</u>			
Pass-Through State of New Hampshire Governor’s Office Of Planning			
Weatherization Assistance for Low-Income Persons	81.042	1020297	\$ 419,542
ARRA - Weatherization Assistance for Low-Income Persons	81.042	CE861478	147,847
Pass-Through State of New Hampshire Community Development Finance Authority			
Energy Efficiency and Conservation Block Grant	81.128		<u>299,867</u>
Total U.S. Department of Energy			<u>\$ 867,256</u>
<u>U.S. Department of Education:</u>			
Pass-Through State of New Hampshire Department of Education			
Adult Basic Education Program	84.002	27019, 37006	<u>\$ 120,416</u>
Total U.S. Department of Education			<u>\$ 120,416</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

(Continued)

YEAR ENDED JULY 31, 2013

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
<u>U.S. Department of Health and Human Services:</u>			
Direct Program			
Headstart	93.600	N/A	\$ 5,602,743
Pass-Through State of New Hampshire Office of Energy And Planning			
Low-Income Home Energy Assistance Program	93.568	1025872	11,154,583
Special Programs for the Aging Title III Part B Grants for Supportive Services and Senior Centers	93.044	1029455	10,791
Pass-Through State of New Hampshire Department of Health and Human Services			
Temporary Assistance for Needy Families	93.558	1024239	2,479,149
Community Services Block Grant	93.569	1026138	1,226,648
Community Services Block Grant – Discretionary Awards	93.570		101,306
CCDF Cluster			
Child Care and Development Block Grant	93.575	1019818, 1019732	342,313
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596		596,465
Total CCDF Cluster			938,778
Refugee and Entrant Assistance– Discretionary Grants	93.576	#90RE0179	21,976
Total U.S. Department of Health and Human Services			<u>\$ 21,535,974</u>
<u>Corporation for National and Community Services:</u>			
Direct Program			
Retired and Senior Volunteer Program	94.002		\$ 113,185
Total Corporation for National and Community Services			<u>\$ 113,185</u>
<u>U.S. Department of Homeland Security:</u>			
Pass-Through Regional United Way Agency -			
Emergency Food and Shelter National Board Program	97.024		\$ 12,000
Total U.S. Department of Homeland Security			<u>\$ 12,000</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$30,524,592</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

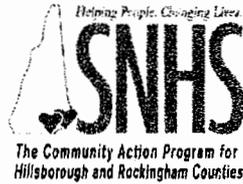
YEAR ENDED JULY 31, 2013

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Southern New Hampshire Services, Inc. and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.



SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 66 towns and 2 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 1. Secure and retain meaningful employment
 2. Attain an adequate education
 3. Make better use of available income
 4. Obtain and maintain adequate housing and a suitable living environment
 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 7. Achieve greater participation in the affairs of the community, and
 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 PO Box 5040, Manchester, NH 03108 - (603)668-8010
The Community Action Agency for Hillsborough and Rockingham Counties
BOARD OF DIRECTORS ~ DECEMBER 2014

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<u>Representing Manchester</u> Lou D'Allesandro Vacant	<u>Representing Manchester</u> German J. Ortiz <i>Term: 9/12-9/15</i> Sarah Jacobs <i>Term: 9/14-9/17</i>	<u>Representing Manchester</u> James Brown <i>Term: 9/12-9/15</i> Vacant	Tori Olszewski <i>Term: 12/14-12/16</i>
<u>Representing Nashua</u> Constance J. Erickson, <i>Treasurer</i> Timothy Lavoie	<u>Representing Nashua</u> Dolores Bellavance, <i>Vice-Chairman</i> <i>Term: 9/12-9/15</i> Wayne R. Johnson <i>Term: 9/12-9/15</i>	<u>Representing Nashua</u> Bonnie Henault <i>Term: 9/14-9/17</i> Shirley Pelletier <i>Term: 9/14-9/17</i>	
<u>Representing Towns</u> Thomas Mullins Linda T. Foster	<u>Representing Towns</u> Richard Delay, Sr., <i>Chairman</i> <i>Term: 9/12-9/15</i> Mary M. Moriarty <i>Term: 9/12-9/15</i>	<u>Representing Towns</u> Martha Verville <i>Term: 9/13-9/16</i> Deidre O'Malley <i>Term: 9/13-9/16</i>	
<u>Representing Rockingham County</u> Jill Jamro, <i>Secretary</i> Vacant	<u>Representing Rockingham County</u> Dan McKenna <i>Term: 9/14-9/17</i> Carrie Marshall Gross <i>Term: 12/14-9/17</i>	<u>Representing Rockingham County</u> Patti Ott <i>Term: 9/13-9/16</i> Alicia Salisbury <i>Term: 12/13-9/16</i>	

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southern New Hampshire Services, Inc

Name of Program: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Program

BUDGET PERIOD: SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Gale F. Hennessy	Executive Director	\$191,009	0.00%	\$0.00
Michael O'Shea	Fiscal Officer	\$140,595	0.00%	\$0.00
Deborah Gosselin	Chief Operating Officer	\$113,404	0.00%	\$0.00
Valerie Carignan	WIC Director	\$51,925	100.00%	\$51,924.60
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$51,924.60

BUDGET PERIOD: SFY 17				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Gale F. Hennessy	Executive Director	\$191,009	0.00%	\$0.00
Michael O'Shea	Fiscal Officer	\$140,595	0.00%	\$0.00
Deborah Gosselin	Chief Operating Officer	\$113,404	0.00%	\$0.00
Valerie Carignan	WIC Director	\$51,925	100.00%	\$51,924.60
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$51,924.60

GALE F. HENNESSY

EXPERIENCE

January 1976 - Present

**CEO & Executive Director - Southern New Hampshire Services, Inc.
Community Action Agency for Hillsborough County, NH**

Responsible for overall Agency administration, including fiscal, program development and implementation, evaluation, grants development, public relations coordination, liaison with community groups, public and private agencies as well as interaction with advisory committees and the Board of Directors.

State, Regional and National Activities:

President – NH Community Action Association – 1981 - Present

Representative of the State of New Hampshire on the Executive Committee of the New England Community Action Association – 1976 - Present

Representative of the New England Community Action Association to the Board of Directors of the National Community Action Partnership -- 1978 - Present

Chairman of the New England Community Action Association Conference Committee – 1975 - 1988

Member - Board of Directors, CAPLAW -- 1994 - Present

January 1968 - 1976

Deputy Director - Southern New Hampshire Services, Inc.

Responsible for overall Agency administration, including fiscal, program development and implementation, evaluation, grants development, public relations coordination, liaison with community groups, public and private agencies as well as interaction with advisory committees and the Board of Directors.

March 1967 - 1968

Operation HELP Director

Responsible for operating the largest self-help, information referral and direct service program funded by OEO in Hillsborough County, Operation HELP including staff direction, program implementation and development, grants development, and coordination of Board of Directors as well as evaluation of the needs of the poor of Hillsborough County.

- 1967 **Acting Director Operation HELP**
Responsible for implementation of the first OEO funded local initiative program in Hillsborough County, Operation HELP. Participated in the concept, design and implementation of this first anti-poverty activity. Established the first outreach office in Milford, followed by a second office in Nashua. Participated in the recruitment, selection and training of the original Operation HELP staff. Supervised the staff in contacting of local officials, OEO outreach activities as well as establishing mini-offices in the twenty-nine towns of Hillsborough County.
- 1964 - 1965 **Assistant Principal, Wilton High School**
Responsible for the administration of a medium size New Hampshire high school including scheduling, curriculum development, audio-visual program development, and overall educational administration.
- 1962 -1966 **Chairman, Social Studies Department, Wilton High School**
Responsible for the overall supervision of the Social Studies Department including curriculum design and implementation of modern educational techniques, staff coordination and evaluation of the entire social studies department.
- Teacher-Coach, Wilton High School**
Responsible for developing social studies curriculum grades 8 - 12 as well as implementation of modern educational techniques. Served as coach for baseball and basketball teams as well as coordination and scheduling of those and other athletic events.
- 1961-1962 **Teacher and Assistant Principal, Cornish School**
Responsible for school administration, recreation and athletic programs, discipline throughout the educational complex, class scheduling and supervision of staff members. Worked with staff and local school board on updating curriculum, evaluation and assessing current staff.

EDUCATION

Graduated Peterborough, NH High School 1956
BA Degree in Government, University of New Hampshire 1961
Graduate Work: University of New Hampshire and Keene State College
Certified Community Action Professional – Community Action Partnership 1993

AFFILIATIONS

New England Community Action Association - Member, Board of Directors
Community Action Partnership – Member, Board of Directors
New Hampshire Community Action Association - President
CAPLAW, Inc. - Member, Board of Directors

MICHAEL O'SHEA

EXPERIENCE

- 1976 - Present **Southern New Hampshire Services, Inc.**
Community Action Agency for Hillsborough County, N H
Fiscal Officer / Deputy Director
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976 **Accountant**
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.

Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974 **Social Worker**
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973 **Jordan Marsh, Portland, Maine**
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

EDUCATION

- 1972 - 1974 New Hampshire College, Manchester, NH
B.S. Accounting. Major courses in Accounting and Math.
- 1970 - 1972 Andover Institute of Business, Portland, Maine
A. S. Accounting. Major courses in Accounting and Math.

DEBORAH A GOSSELIN

EXPERIENCE

**Southern New Hampshire Services, Inc.,
(1979 – Present)
Manchester, NH**

Chief Operating Officer (1997 – Present)

- Coordinate the operations of more than two dozen current programs and implement new programs, all providing services for economically disadvantaged population
- The diverse component programs which require an integrating factor for effective management, targeting of resources and fiscal responsibility to the agency, to each other and to the general community
- Work with developmental staff to start-up, integrate with other component program through initial orientation of new Program Directors
- Facilitate meetings
- Develop partnerships with community agencies who can lend support
- Serve as resource person for development and implementation of management skills, techniques and trainings.

Head Start/Child Development Director (1994 – 1997)

- Administered federally funded Head Start Program
- Duties included Grant writing, program planning implementation, evaluation responsible for development and coordination of the major components of the Head Start program; education, health, mental health, social services, parent involvement, nutrition, disabilities and transportation.

Family Services Director (1982 – 1994)

- Administered several federally funded energy programs
- Duties included program planning, implementation, evaluation
- Designed programs with private sector which included: Neighbor Helping Neighbor, Residential Low Income Conservation and Residential Space Heating Programs
- Developed strong relationships with community organizations and funding sources
- Served as the state chairperson of New Hampshire's Fuel Assistance Directors Association
- Acted as liaison between Community Action Agencies and the Governor's Office of Energy and Planning
- Also provided supervision and training to program coordinator, oversaw the budget, approved final selection of staff for Accompanied Transportation and Parent Aide Programs.

Field Coordinator (1980 – 1983)

- Assisted the Director of the Fuel Assistance Program
- Trained, supervised and evaluated staff
- Implemented program outreach activities
- Wrote public service announcements and press releases.

Community Liaison (1979 – 1983)

- Established social service network through Hillsborough County
- Informed the general public about agency services and program criteria
- Started Citizen's Advisory Council.

Head Start Lead Teacher/Family Coordinator (1977 – 1979)

Nashua and Manchester, NH

- Responsible for classroom management of pre-school children and daily planning geared towards individual needs
- Conducted parenting skills workshops and home visits
- Developed a Parent Advisory Council and coordinator of the Curriculum Committee.

EDUCATION & TRAINING

- Bachelor of Science, Early Childhood Education – Cum Laude
University of New Hampshire, Durham, NH
- Southern New Hampshire University Graduate School of Business
Non-Profit Management for Community Development Organizations
- Head Start Program In-Service Training
Rivier College, Nashua, NH
Perspectives of Parenting and Multi-culturalism
- NH Office of Alcohol and Drug Prevention
Life Balance and Stress Solutions
National Business Women's Leadership Association
National Seminars Group, Rockhurst College
- UNH Continuing Education, Nashua, NH
Whole Language in the Early Years (K-3)
- Notre Dame College, Manchester, NH
Diagnostic and Remedial Reading
- NH Office of Alcohol and Drug Prevention
Parenting Conference

COMMUNITY INVOLVEMENT / RECOGNITIONS

- CCAP, Certified Community Action Professional
- Governor's Task Force to Study Temporary Assistance to Needy (TANF) HB1461
Served as Sub-committee – Transportation, Chairperson
- NH Works Operator Consortium Committee, Member
- New Hampshire Employment Program, Oversight Team Member
- Seniors Count Coordinating Committee, Member
- Greater Manchester Association of Social Agencies (GMASA), Executive Committee Member
- James B. Sullivan Services Leadership Award

COMMUNITY INVOLVEMENT PAST

- Seniors Count Home Maintenance Committee
- Manchester Community Resource Center, Board of Directors
- Kiwanis International

Valerie Carignan

- Objective** To work as an effective community liaison in a social service agency that serves low-income individuals.
- Experience**
- 2014-Present** **Southern New Hampshire Services, Inc.,** Manchester, NH
WIC Director
Hillsborough and Rockingham Counties
- Responsible for WIC/CSFP/BFPC/SFMNP planning, implementation, review and reporting of program activities
 - Compliance with Federal, State and Agency rules and regulations
 - Staff Supervision
 - Resource development
 - Financial management
 - Community networking
 - Commitment to health nutrition and improvement to family life essential
- WIC / CSEFP Coordinator (2008-2014)**
Hillsborough County 11/2008-Present and Rockingham County 7/2011-Present.
- Overall staffing and evaluations for all WIC/CSFP day to day clinic tech and warehouse activities and procedures
 - Monitors program compliance for all WIC/CSFP federal, state and local agency policy and procedures
 - Develop and provide training for all computer procedures
 - Provide training in CSST program with- in CSFP
 - **Plan** and conduct monthly staff meetings
 - Develop and maintain training manuals and conduct training of staff
 - Manage multiple fiscal responsibilities including requisitions and receiving reports
 - Reconcile monthly inventory for CSFP warehouse foods
 - Acts as liaison with other social service agencies as needed for PR and outreach efforts as needed
 - Delivery of Client benefits, including WIC/CSFP Certification Voucher Issuance

WIC Participant Coordinator (2002-2008)

- Vendor Relations
- Supervising Staff
- Delivery of Client benefits, including WIC/CSFP Certification Voucher Issuance
- Ordering of Voucher Stock
- Abuse Letters
- Auditing of Client Records
- Participation Report

Community Health and Nutrition Services

Resource Associate (2000 - 2002)

- Assist and fill in for a wide range of department planning, implementation and review duties when coordinators are unavailable
- Develops weekly, monthly state reports as requested by Program Coordinators
- Responsible for training; tracking and supervision of Department volunteers

WIC/CSFP Clinic Technician (1994 -2000)

- Perform and complete required intake at WIC and CSFP Clinics
- Issue foods and vouchers for WIC and CSFP recipients
- Perform office duties as requested including filing; data entry and phone calls

Advance Circuit Systems (1986-1991) Manchester, NH

- Dry filming
- Imaging
- Developing
- Touch up of circuit boards
- Etching
- Soldering

Education

New Hampshire Technical College (1991-1994) Manchester, NH

- Associates Degree in Human Services
- Basic Computer Course

6/18/14 # 89 3

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 28, 2014

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

100% federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise 4 amendment agreements with vendors by increasing the Price Limitation by \$33,575 from \$6,616,240 to \$6,649,815 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 48, 49, and June 5, 2013, Item number 47 and 95.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014 Amount	SFY 2015 Amount	Total Increase
Southern NH Services	Hillsborough Rockingham Counties	\$1,845	\$6,556	\$8,401
Southwestern Community Services, Inc.	Cheshire & Sullivan Counties	\$710	\$14,412	\$15,122
Community Action Program and Merrimack Counties, Inc.	Belknap, Coos, Grafton, & Merrimack Counties	\$2,750	\$4,596	\$7,346
Goodwin Community Health	Carroll & Strafford Counties	\$1,131	\$1,575	\$2,706
TOTAL		\$6,436	\$27,139	\$33,575

Funds to support this request are available in the following accounts for SFY 2014 and SFY 2015 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

See attachment for financial details

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2014
Page 2 of 3

EXPLANATION

This requested action seeks approval of 4 amendments to increase the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, to purchase software licenses and data storage devices, and to support educational training. In the interest of efficiency, the contract amendments are being bundled as they are providing the same services, and because of the size of the resulting Governor and Council submission, the copies provided are abbreviated in the interest of saving resources. The Councilors and the public can view the entire submission package on the Secretary of State's website.

The WIC Nutrition Program provides statewide monthly nutrition benefits to more than 14,800 low income women, infants, and children. The StarLINC computer system issues these benefits through printing of more than 50,000 food vouchers monthly redeemed at approximately 200 grocery stores in New Hampshire.

Should Governor and Executive Council not authorize this Request, WIC local agencies will not be able to continue to efficiently provide nutrition benefits to low income women, infants, and children using the StarLINC computer system.

Contracts were awarded to these four vendors through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Health Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

There were no competing proposals received for the provision of the Women, Infants and Children and Commodity Supplemental Food Programs nutrition services. Six evaluators from within the Department of Health and Human Services working in teams of four were used in the review of all proposals. All reviewers have between five and twenty-five years' experience working in the public health setting at the State and local levels in New Hampshire. All have management experience in nutrition, health and nursing programs, including Women, Infants and Children and breastfeeding programs. All have degrees in nutrition, human services, nursing or public health, and have been involved in reviewing proposals in the Division of Public Health Services. The Request for Proposals scoring summary is attached.

The performance measures as described in the contract amendment Exhibit A – Amendment 1 – Performance Measures, will be used to continue to measure the effectiveness of the agreement.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2014
Page 3 of 3

Area to be served is statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

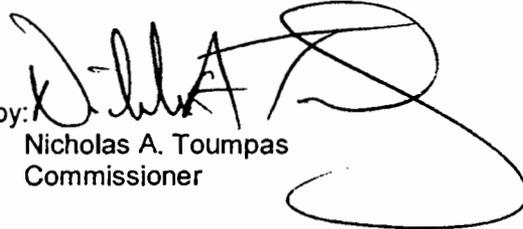
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF
 100% Federal Funds

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2014	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2014	102/500734	Contracts for Program Svcs	90006003	640,055	1,845	641,900
SFY 2014	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2014	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2014	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2014	102/500734	Contracts for Program Svcs	90006041	100,968		100,968
SFY 2015	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2015	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2015	102/500734	Contracts for Program Svcs	90006003	640,055	5,056	645,111
SFY 2015	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2015	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2015	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2015	102/500734	Contracts for Program Svcs	90006041	100,668	1,500	102,168
			Sub-Total	\$3,061,126	\$8,401	\$3,069,527

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	41,212	-	41,212
SFY 2014	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2014	102/500734	Contracts for Program Svcs	90006003	168,905	710	169,615
SFY 2014	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2014	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2014	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2014	102/500734	Contracts for Program Svcs	90006041	22,763		22,763
SFY 2015	102/500734	Contracts for Program Svcs	90006001	41,212		41,212
SFY 2015	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2015	102/500734	Contracts for Program Svcs	90006003	168,905	2,412	171,317
SFY 2015	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2015	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2015	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2015	102/500734	Contracts for Program Svcs	90006041	22,563	12,000	34,563
			Sub-Total	\$656,504	\$15,122	\$671,626

FINANCIAL DETAIL ATTACHMENT SHEET

WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2014	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2014	102/500734	Contracts for Program Svcs	90006003	379,200	1,250	380,450
SFY 2014	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2014	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2014	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2014	102/500734	Contracts for Program Svcs	90006041	55,261	1,500	56,761
SFY 2015	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2015	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2015	102/500734	Contracts for Program Svcs	90006003	379,200	3,096	382,296
SFY 2015	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2015	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2015	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2015	102/500734	Contracts for Program Svcs	90006041	53,061	1,500	54,561
SFY 2015			Sub-Total	1,977,206	\$7,346	1,984,552

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2014	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2014	102/500734	Contracts for Program Svcs	90006003	251,360	928	252,288
SFY 2014	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2014	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2014	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2014	102/500734	Contracts for Program Svcs	90006041	30,718		30,718
SFY 2015	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2015	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2015	102/500734	Contracts for Program Svcs	90006003	251,360	1,372	252,732
SFY 2015	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2015	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2015	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2015	102/500734	Contracts for Program Svcs	90006041	30,418		30,418
SFY 2015			Sub-Total	\$921,404	\$2,706	924,110
			TOTAL	\$6,616,240	\$33,575	\$6,649,815

Program Name WIC-CSFP-BFPC
 Contract Purpose Public health nutrition services
 RFP Score Summary

	Community Action Program Belknap Merrimack Counties, Concord, NH	Goodwin Community Health, Somersworth, NH	Southern New Hampshire Services, Manchester, NH	Southern New Hampshire Community Services, Keene, NH			
Agency Capacity	30	29.33	26.00	19.67	0.00	0.00	0.00
Program Structure	50	45.00	39.50	39.00	0.00	0.00	0.00
Budget and Justification	15	13.33	12.00	15.00			
Format	5	5.00	4.33	3.00	0.00	0.00	0.00
Total	100	92.67	81.83	76.67	0.00	0.00	0.00

BUDGET REQUEST	Year 01						
	Year 02						
	Year 03						
TOTAL BUDGET REQUEST		1,977,206.00	921,404.00	3,061,126.00	656,504.00		
BUDGET AWARDED	Year 01						
	Year 02						
	Year 03						
TOTAL BUDGET AWARDED		1,977,206.00	921,404.00	3,061,126.00	656,504.00		

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Lisa Richards	Program Planner	DHHS, DPHS	Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years.
2	Margaret Murphy	Administrator	DHHS, DPHS	Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.
3	Marisa Lara	Health Promotion Advisor	DHHS, DPHS	Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.
4				
5				
6				
7				
8				
9				
10				



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Southern New Hampshire Services, Inc.**

This 1st Amendment to the Southern New Hampshire Services, Inc., contract (hereinafter referred to as "Amendment One") dated this 17th day of Nov, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at PO Box 5040, 40 Pine Street, Manchester, NH, 03108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by increasing the price limitation.

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

To amend as follows:

- Form P-37, to change:
Block 1.8 to read: \$3,069,527.
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:

The contract price shall increase by \$1,845 for SFY 2014.

The contract price shall increase by \$6,556 for SFY 2015.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:

\$8,401 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN), 14144NH703W1003.



Delete Paragraph 6

Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
Exhibit B-1 (2014) - Amendment 1
Exhibit B-1 (2015) - Amendment 1

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



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

State of New Hampshire
Department of Health and Human Services

5/29/14
Date

[Signature]
Brook Dupee
Bureau Chief

Southern New Hampshire Services, Inc.

5-18-14
Date

[Signature]
Name: Gale F. Hennessy
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Hillsborough on May 12, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Diane P. Erikson, Executive Assistant
Name and Title of Notary or Justice of the Peace



Contractor Initials: [Signature]
Date: 5-12-14

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wiant
Name: Rosemary Wiant
Title: AAG

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 A – Amendment 1

SCOPE OF SERVICES

1. Project Description

Southern New Hampshire Services, Inc. will provide public health nutrition services to low income women, infants, and children enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Programs. This Exhibit A – Amendment 1 modifies exhibit A, Scope of Services, by increasing the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and to support educational training.

2. Required Activities

SNHS will provide services to 8,389 women, infants and children monthly utilizing the StarLINC MIS system, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- The WIC Nutrition Coordinator to attend a national education conference sponsored by the National WIC Association in September 2014.
- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.

3. Performance Measures

The following performance measures will be used to measure the effectiveness of the agreement.

Access to Nutrition Services:

- To serve 95%-105% of the assigned Women, Infants and Children and Commodity Supplemental Food Programs caseload throughout the fiscal year.
- To increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy.

Obesity Prevention:

- To increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period, to increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months, and to increase rates of exclusive breastfeeding.
- To develop initiatives in the area of increased physical activity for women and children.
- To develop initiatives in the area of decreased television viewing.
- To develop initiatives in the area of increased fruit and vegetable consumption.

**Exhibit B-1 (2014) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire Services, Inc.

Budget Request for: WIC Nutrition Program
(Name of RFP)

Budget Period: SFY 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 1,050.00	\$ -	\$ 1,050.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel		\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 795.00	\$ -	\$ 795.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,845.00	\$ -	\$ 1,845.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: OSM

Date: 5-12-14

**Exhibit B-1 (2015) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire Services, Inc.

Budget Request for: WIC Nutrition Program
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 4,900.00	\$ -	\$ 4,900.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 156.00	\$ -	\$ 156.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 6,556.00	\$ -	\$ 6,556.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: S-P-17

Date: 6/20

✓

47



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 1, 2013

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

G&C Approved

Date 6/5/2013

Item # 47

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Southern New Hampshire Services, Inc. (Vendor #177198 B006), 40 Pine Street, PO Box 5040, Manchester, New Hampshire 03108, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services, in an amount not to exceed \$3,061,126.00, to provide public health nutrition services to low income women, children, and seniors, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015. Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust within the price limitation and amend the related terms of the contract without further approval from Governor and Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,
WIC SUPPLEMENTAL NUTRITION PRG

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	200,172.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	68,694.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	640,055.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	255,848.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	203,282.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	61,694.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	100,968.00
			Sub-Total	\$1,530,713.00
SFY 15	102-500734	Contracts for Prog Svc	90006001	200,172.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	68,694.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	640,055.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	255,848.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	203,282.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	61,694.00

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 15	102-500734	Contracts for Prog Svc	90006041	100,668.00
			Sub-Total	\$1,530,413.00
			Total	\$3,061,126.00

EXPLANATION

Funds in this agreement will be used by Southern New Hampshire Services, Inc. to provide direct nutrition services monthly to 11,310 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Hillsborough and Rockingham Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program has been shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low-income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 11,310 clients in Hillsborough and Rockingham Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

Southern New Hampshire Services, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Healthy Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

Four proposals were received. There was only one respondent to provide services in the Hillsborough and Rockingham Counties service area. There were three proposal reviewers, all of whom are currently employed in the Division of Public Health Services, Healthy Eating and Physical Activity Section. All reviewers have between five and twenty years experience in developing Request for Proposals, reviewing nutrition proposals, and managing agreements with vendors for chronic disease and nutrition services. Each reviewer evaluated and scored the proposals using a standardized scoring form and criteria. The final decision was based on the general consensus of the reviewers and by taking an average of all scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 1, 2013
Page 3

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$2,295,714 for Hillsborough County only. A second agency was contracted to provide services in Rockingham County in SFY 2012 and SFY 2013 in the amount of \$865,402. This represents a decrease of \$99,990 in SFY 2014 and SFY 2015 for the combined service area. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

The following performance measures will be used to measure the effectiveness of the agreement.

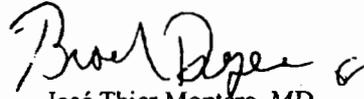
- 62% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.
- 16% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 75% of WIC infants will be breastfed.
- 26% of WIC participants will exclusively breastfeed until 3 months and 12% of WIC participants will exclusively breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Hillsborough and Rockingham Counties.

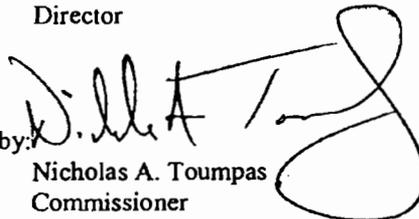
Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

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

Respectfully submitted,


José Thier Montero, MD
Director

Approved by:


Nicholas A. Toumpas
Commissioner

JTM/lr

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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.

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two(2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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**State of New Hampshire
Department of Health and Human Services**

**Amendment #2 to the
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 2nd Amendment to the Southwestern Community Services, Inc. contract (hereinafter referred to as "Amendment Two") dated this 9th day of February, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 63 Community Way, PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2013, Item #95, and amended on June 18, 2014, Item #89, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$1,365,470

3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

- Exhibit B-1 (SFY 2015) Amendment #2 Budget
- Exhibit B-1 (SFY 2016) Amendment #2 Budget
- Exhibit B-1 (SFY 2017) Amendment #2 Budget

6. Delete Exhibit C and replace with Exhibit C Amendment #1

7. Add Exhibit C-1 Revisions to General Provisions



New Hampshire Department of Health and Human Services

8. Delete Exhibit G and replace with Exhibit G Amendment #1

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

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

State of New Hampshire
Department of Health and Human Services

2/23/15
Date

[Signature]
Brook Dupee
Bureau Chief

Southwestern Community Services, Inc.

2/17/15
Date

[Signature]
Name: JOHN A MANNING
Title: CEO

Acknowledgement:

State of NH, County of Cheshire on 2-17-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace
Jill A Tomlin
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12-4-18



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

OFFICE OF THE ATTORNEY GENERAL

3/16/15
Date

Megan A. Ysola
Name: Megan A. Ysola
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 A – Amendment 2

SCOPE OF SERVICES

1. Project Description

Southwestern Community Services, Inc., will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs (BFPC).

2. Required Activities

2.1. The Contractor shall:

- 2.1.1. Provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to (1,830) participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.2. Provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to (529) (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.3. Ensure the Contractor's WIC Director attends the national education conference sponsored by the National WIC Association in May 2015.
- 2.1.4. Adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire WIC and CSFP State Plans, Policy and Procedure Manual, and the NH Administrative Rules.
- 2.1.5. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all program materials.
- 2.1.6. Be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
- 2.1.7. The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants. The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
- 2.1.8. The Contractor shall make referrals to Medicaid and the Food Stamp Program, and shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.1.9. The Contractor shall make nutrition education available to each WIC Program participant according to individual needs.
- 2.1.10. The Contractor shall be responsible for issuing food benefits in compliance with the Policy and Procedure Manual.

gm

2/17/15



Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
- 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
- 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
- 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
- 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
- 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.

2.2. WIC & CSFP Administrative Responsibilities

- 2.2.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 2.2.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 2.2.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 2.2.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 2.2.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).
- 2.2.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.

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Exhibit A – Amendment 2

- 2.2.7. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the State.
 - 2.2.8. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
 - 2.2.9. Comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
 - 2.2.10. Notify the State about planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
 - 2.2.11. Conduct special projects as appropriate funding is received.
 - 2.2.12. Complete and submit a quarterly time study of all WIC/CSFP/BFPC staff utilizing forms and instructions provided by the State Agency.
 - 2.2.13. Submit a report on their progress towards meeting performance measures and a final report on the overall program goals and objectives at the end of the two-year contract period.
- 2.3. BFPC Responsibilities
- 2.3.1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program, provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
 - 2.3.2. Adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire WIC State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
 - 2.3.3. Administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
 - 2.3.4. Assure adequate program support from local management. The appropriate definition of a peer counselor shall be:
 - 2.3.4.1. Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
 - 2.3.4.2. Paraprofessionals must provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.3.4.3. Must be recruited and hired from the target population.
 - 2.3.4.4. Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
 - 2.3.5. Have a designated breastfeeding peer counseling program manager or coordinator at the local level.
 - 2.3.6. Have defined job parameters and job descriptions for peer counselors.
 - 2.3.7. Provide adequate compensation and reimbursement of peer counselors.
 - 2.3.8. Assure training of local peer counseling management and clinic staff includes use of: "*Loving Support Through Peer Counseling*" curriculum and presentations.



Exhibit A – Amendment 2

- 2.3.9. Adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.3.10. Assure adequate supervision and monitoring of peer counselors.
- 2.3.11. Establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 2.3.12. Assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3.2. Reporting Requirements

- 3.2.1. Submit quarterly programmatic reports to the DHHS;
- 3.2.2. Submit annual programmatic reports to the DHHS; and
- 3.2.3. Submit monthly invoices to the DHHS for services provided.

4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 4.1.1. Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout the fiscal year;
 - 4.1.2. Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
 - 4.1.3. Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;
 - 4.1.4. Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months; and
 - 4.1.5. Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program.
- 4.2. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

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Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:

- a. \$653,820 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$327,910 in SFY 2016 and \$323,910 in SFY 17.
- b. \$30,102 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$574) in SFY 2015, \$15,338 in SFY 2016 and \$15,338 in SFY 17.
- c. \$9,922 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734 \$4,961 in SFY 2016 and \$4,961 in SFY 17.

\$693,844 Total

2 The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015 , SFY 2016 and SFY 2017 budgets (Exhibits B-1 Amendments #2). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty



Exhibit B Amendment #1

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- (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
 6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
 7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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Exhibit B-1 Amendment #2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ (574.00)	\$ -	\$ (574.00)	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (SFY 15 NWA Travel):	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,426.00	\$ -	\$ 1,426.00	

Exhibit B-1 (SFY 2015) Amendment #2 Budget

Contractor Initials: Jm

Date: 2/17/15

Exhibit B-1 Amendment #2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 180,323.00	\$ -	\$ 180,323.00	
2. Employee Benefits	\$ 76,464.00	\$ -	\$ 76,464.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 16,320.00	\$ -	\$ 16,320.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,600.00	\$ -	\$ 1,600.00	
Office	\$ 1,600.00	\$ -	\$ 1,600.00	
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00	
7. Occupancy	\$ 22,584.00	\$ -	\$ 22,584.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,912.00	\$ -	\$ 3,912.00	
Postage	\$ 1,800.00	\$ -	\$ 1,800.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 4,000.00	\$ -	\$ 4,000.00	
Mobile Internet Services	\$ 1,620.00	\$ -	\$ 1,620.00	
Indirect	\$ -	\$ 24,786.00	\$ 24,786.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 323,423.00	\$ 24,786.00	\$ 348,209.00	

Indirect As A Percent of Direct

7.7%

Exhibit B-1 (SFY 2016) Amendment #2 Budget

Contractor Initials: Jm

Date: 2/17/16

Exhibit B-1 Amendment #2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 180,323.00	\$ -	\$ 180,323.00	
2. Employee Benefits	\$ 76,464.00	\$ -	\$ 76,464.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 16,320.00	\$ -	\$ 16,320.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,600.00	\$ -	\$ 1,600.00	
Office	\$ 1,600.00	\$ -	\$ 1,600.00	
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00	
7. Occupancy	\$ 22,584.00	\$ -	\$ 22,584.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,912.00	\$ -	\$ 3,912.00	
Postage	\$ 1,800.00	\$ -	\$ 1,800.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 1,620.00	\$ -	\$ 1,620.00	
Indirect	\$ -	\$ 24,786.00	\$ 24,786.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 319,423.00	\$ 24,786.00	\$ 344,209.00	

Indirect As A Percent of Direct

7.8%

Exhibit B-1 (SFY 2017) Amendment #2 Budget

Contractor Initials: JM



SPECIAL PROVISIONS

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

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

Jm
2/17/15



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

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

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

Jm
2/17/15



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance
Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:
 - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and Umbrella liability coverage in the amount of \$1,000,000 per occurrence.

Jm

2/17/15



**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- Amendment #1

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

Contractor Initials gm

Date 2/17/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



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: Southwestern Community Services, Inc.

2/17/15
Date

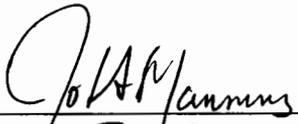

Name: JOHN A MANNING
Title: CEO

Exhibit G- Amendment #1

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

Contractor Initials JM

Date 2/17/15

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 19, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Elaine M. Amer, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Southwestern Community Services, Inc. Board of Directors.
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 27, 2012 :
(Date)

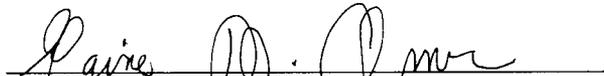
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of WIC services.

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19th day of February, 2015.
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive Officer of the Corporation.
(Name of Contract Signatory) (Title of Contract Signatory)

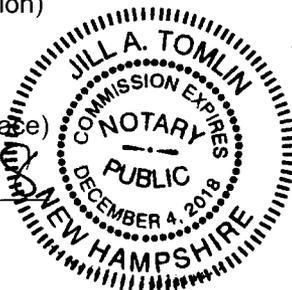

(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE
County of Cheshire

The forgoing instrument was acknowledged before me this 19th day of February, 2015,

By Elaine M. Amer
(Name of Clerk of the Corporation)

Notary Public/Justice of the Peace)
(NOTARY SEAL)
Commission Expires: 12-4-18





Southwestern Community Services, Inc.

**Independent Auditors' Reports and
Management's Financial Statements**

May 31, 2013

Ron L. Beaulieu & Company
CERTIFIED PUBLIC ACCOUNTANTS

SOUTHWESTERN COMMUNITY SERVICES, INC.

MAY 31, 2013

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Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

www.rlbc.com
accting@rlbc.com

41 Bates Street
Portland, Maine 04103

Tel: (207) 775-1717
Fax: (207) 775-7103

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southwestern Community Services, Inc., which comprise the combined statements of financial position as of May 31, 2013 and 2012, and the related combined statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. as of May 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2014, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Ron L. Beaulieu & Co.

Portland, Maine
February 28, 2014

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENTS OF FINANCIAL POSITION
MAY 31,

	2013	(RESTATED) 2012
CURRENT ASSETS		
Cash	\$ 223,568	\$ 455,760
Accounts receivable (net)	160,511	215,810
Accounts receivable (net) - related	685,444	485,577
Draw receivable (net)	80,404	-
Contracts receivable (net)	623,820	429,916
Notes receivable, current portion (net) - related	4,447	5,838
Prepaid expenses	17,847	15,292
Inventory	149,113	256,953
Total current assets	1,945,154	1,865,146
FIXED ASSETS		
Real estate	12,452,359	11,252,170
Vehicles and equipment	891,619	872,379
Furniture and fixtures	20,361	20,361
Total fixed assets	13,364,339	12,144,910
Less - accumulated depreciation	(4,155,147)	(3,659,159)
Net fixed assets	9,209,192	8,485,751
OTHER ASSETS		
Investments in L.P.'s	100,700	100,700
Notes receivable from L.P.'s, less current portion (net)	142,000	142,409
Due from related L.P.'s	263,205	263,205
Accounts receivable from related L.P.'s, less current portion (net)	195,803	45,140
Cash escrow funds	150,136	116,982
Security deposits	15,306	14,367
Other assets	591	660
Total other assets	867,741	683,463
TOTAL ASSETS	\$ 12,022,087	\$ 11,034,360
CURRENT LIABILITIES		
Accounts payable	749,783	442,450
Accrued expenses	28,506	-
Accrued payroll and payroll taxes	133,537	9,207
Accrued compensated absences	119,350	140,884
Other current liabilities	24,444	27,651
Deferred revenue	275,810	359,313
Line of credit	299,953	299,953
Current portion of long-term debt	93,210	200,573
Total current liabilities	1,724,593	1,480,031
LONG-TERM DEBT, less current portion	7,341,401	6,395,875
TOTAL LIABILITIES	9,065,994	7,875,906
NET ASSETS		
Unrestricted	2,956,093	3,158,454
TOTAL NET ASSETS	2,956,093	3,158,454
TOTAL LIABILITIES AND NET ASSETS	\$ 12,022,087	\$ 11,034,360

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENTS OF ACTIVITIES
YEARS ENDED MAY 31,

	<u>2013</u>	<u>(RESTATED)</u> <u>2012</u>
REVENUES:		
Government contracts	\$ 10,082,596	\$ 13,340,183
Program service fees	2,142,000	2,196,888
Rental income	288,758	628,044
Developer income	138,250	531,250
Support	334,394	324,103
Fundraising	95,276	98,437
Interest income	223	1,464
Sale of buildings	249,000	-
Gain (loss) on disposal of fixed assets	-	(5,625)
Realized investment gain (loss)	-	-
Gain (loss) on increase in LP investment	-	(201,358)
Forgiveness of debt	371,276	550,000
Miscellaneous	134,783	215,910
In-kind contributions	458,086	673,276
TOTAL REVENUES	<u>14,294,642</u>	<u>18,352,572</u>
EXPENSES:		
Program services:		
Home energy programs	4,659,695	5,239,772
Education and nutrition	2,179,930	2,564,317
Special needs	786,262	721,838
Housing and homeless services	4,603,230	7,582,404
Economic development services	306,753	327,437
Other programs	325,719	310,628
Total program services	<u>12,861,589</u>	<u>16,746,396</u>
Support services:		
Management and general	1,635,414	1,402,828
Total support services	<u>1,635,414</u>	<u>1,402,828</u>
TOTAL EXPENSES	<u>14,497,003</u>	<u>18,149,224</u>
INCREASE (DECREASE) IN NET ASSETS	<u>(202,361)</u>	<u>203,348</u>
NET ASSETS - JUNE 1	3,158,454	3,098,439
PRIOR PERIOD ADJUSTMENT	-	(143,333)
NET ASSETS - JUNE 1 (RESTATED)	<u>3,158,454</u>	<u>2,955,106</u>
NET ASSETS - MAY 31	<u>\$ 2,956,093</u>	<u>\$ 3,158,454</u>

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED MAY 31, 2013

	Program Services			
	Home Energy Programs	Education and Nutrition	Special Needs	Housing and Homeless Services
Payroll	\$ 445,150	\$ 879,518	\$ 418,771	\$ 1,296,100
Payroll taxes	47,229	127,270	46,971	119,634
Payroll benefits	130,160	331,475	168,623	304,766
Retirement	30,738	56,275	16,964	69,858
Advertising	-	1,478	13,260	12,865
Bank charges	-	-	-	2,416
Computer cost	-	-	-	-
Contractual	639,599	12,564	29,500	470,644
Depreciation	7,902	11,128	4,322	262,157
Dues/registrations	-	4,072	530	2,005
Duplicating	66	-	424	7,867
Insurance	2,234	11,485	5,141	69,968
Interest	-	-	503	183,439
Management fees	-	-	-	24,150
Meeting & conference	-	514	100	11,781
Miscellaneous expense	39,060	923	3,843	314,544
Equipment purchases	783	1,859	-	9,429
Office expense	952	2,853	2,179	-
Postage	12,962	105	147	6,560
Professional	3,500	-	-	18,405
Staff development & training	3,569	27,627	3,795	7,064
Subscriptions	-	-	-	257
Telephone	8,174	-	4,249	45,471
Fax	-	-	17	67
Travel	3,840	18,843	1,964	19,464
Vehicle	12,003	8,744	12,426	52,146
Rent	1,319	-	17,604	2,052
Space costs	-	58,045	568	509,389
Direct client assistance	3,269,835	-	-	31,837
Other direct program costs	620	167,066	34,361	748,895
In-kind expenses	-	458,086	-	-
TOTAL EXPENSES	\$ 4,659,695	\$ 2,179,930	\$ 786,262	\$ 4,603,230

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED MAY 31, 2013

	Program Services		Support Services	Total Expenses
	Economic Development Programs	Other Programs	Management and General	
Payroll	\$ 195,588	\$ -	\$ 804,774	\$ 4,039,901
Payroll taxes	20,221	-	75,848	437,173
Payroll benefits	52,995	-	103,767	1,091,786
Retirement	6,155	-	70,254	250,244
Advertising	128	-	(496)	27,235
Bank charges	-	-	-	2,416
Computer cost	-	-	9,302	9,302
Contractual	-	232,869	90,099	1,475,275
Depreciation	-	-	210,548	496,057
Dues/registration	30	9,234	2,360	18,231
Duplicating	470	-	-	8,827
Insurance	814	3,884	12,888	106,414
Interest	-	-	10,109	194,051
Management fees	-	-	-	24,150
Meeting & conference	-	4,913	28,187	45,495
Miscellaneous expense	64	11,050	93,986	463,470
Equipment purchases	754	-	-	12,825
Office expense	-	-	701	6,685
Postage	813	-	-	20,587
Professional	-	-	93,316	115,221
Staff development & training	-	-	13,428	55,483
Subscriptions	245	-	892	1,394
Telephone	5,650	667	-	64,211
Fax	-	-	-	84
Travel	5,854	-	2,749	52,714
Vehicle	-	45,770	-	131,089
Rent	159	-	-	21,134
Space costs	223	9,255	143	577,623
Direct client assistance	16,590	-	-	3,318,262
Other direct program costs	-	8,077	12,559	971,578
In-kind expenses	-	-	-	458,086
TOTAL EXPENSES	\$ 306,753	\$ 325,719	\$ 1,635,414	\$ 14,497,003

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES (RESTATED)
YEAR ENDED MAY 31, 2012

	Program Services			
	Home Energy Programs	Education and Nutrition	Special Needs	Housing and Homeless Services
Payroll	\$ 581,337	\$ 962,599	\$ 402,221	\$ 1,298,504
Payroll taxes	53,459	110,843	39,149	110,959
Payroll benefits	151,105	348,619	131,131	300,164
Retirement	40,584	63,297	11,510	82,647
Advertising	494	3,018	-	5,680
Bank charges	-	-	-	3,480
Computer cost	10,780	-	3,910	19,859
Contractual	1,032,729	4,045	8,862	3,428,709
Depreciation	7,902	27,108	3,520	266,627
Dues/registrations	-	87	525	2,256
Duplicating	377	-	784	4,631
Insurance	10,507	10,708	5,055	120,265
Interest	-	-	681	196,085
Management fees	-	-	-	52,429
Meeting & conference	7,036	-	70	12,810
Miscellaneous expense	1,884	1,311	2,672	47,603
Equipment purchases	1,172	3,219	-	13,129
Office expense	14,666	7,141	2,728	22,685
Postage	11,586	2,017	113	8,204
Professional	-	-	-	67,119
Staff development & training	13,327	15,513	4,818	9,563
Subscriptions	-	-	-	350
Telephone	13,120	-	3,938	47,739
Fax	-	-	44	153
Travel	2,972	21,684	1,914	19,205
Vehicle	11,646	7,606	11,175	59,371
Rent	13,658	-	34,904	25,571
Space costs	-	67,624	149	605,061
Direct client assistance	3,258,373	-	-	45,066
Other direct program costs	1,058	234,602	51,965	706,480
In-kind expenses	-	673,276	-	-
TOTAL EXPENSES	\$ 5,239,772	\$ 2,564,317	\$ 721,838	\$ 7,582,404

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES (RESTATED)
YEAR ENDED MAY 31, 2012

	Program Services		Support Services	Total Expenses
	Economic Development Programs	Other Programs	Management and General	
Payroll	\$ 198,567	\$ 60,612	\$ 697,170	\$ 4,201,010
Payroll taxes	19,324	3,572	66,211	403,517
Payroll benefits	60,347	28,170	5,124	1,024,660
Retirement	7,692	1,937	64,271	271,938
Advertising	-	-	636	9,828
Bank charges	-	-	-	3,480
Computer cost	1,105	-	37,011	72,665
Contractual	-	91,631	97,568	4,663,544
Depreciation	-	-	199,219	504,376
Dues/registrations	-	8,649	2,645	14,162
Duplicating	515	-	-	6,307
Insurance	773	4,156	4,809	156,273
Interest	-	-	9,949	206,715
Management fees	-	-	-	52,429
Meeting & conference	-	15,640	31,142	66,698
Miscellaneous expense	464	5,868	51,420	111,222
Equipment purchases	-	-	-	17,520
Office expense	5,356	615	1,568	54,759
Postage	324	19	8,001	30,264
Professional	-	-	46,131	113,250
Staff development & training	(100)	437	14,582	58,140
Subscriptions	426	-	1,955	2,731
Telephone	7,246	1,910	6,209	80,162
Fax	-	-	-	197
Travel	9,026	1,767	2,251	58,819
Vehicle	-	50,031	71	139,900
Rent	1,747	24,000	-	99,880
Space costs	266	8,702	940	682,742
Direct client assistance	13,954	668	-	3,318,061
Other direct program costs	405	2,244	53,945	1,050,699
In-kind expenditures	-	-	-	673,276
TOTAL EXPENSES	\$ 327,437	\$ 310,628	\$ 1,402,828	\$ 18,149,224

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENTS OF CASH FLOWS
YEARS ENDED MAY 31,

	(RESTATED)	
	2013	2012
OPERATING ACTIVITIES		
Change in net assets	\$ (202,361)	\$ 203,348
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	495,988	504,307
Amortization	69	69
(Gain) / loss on sale of fixed assets	-	5,625
(Gain) / loss on sale of investments	-	-
(Gain) / loss on increase in LP investment	-	201,358
(Gain) / loss on forgiveness of debt	(371,276)	(550,000)
Change in operating assets and liabilities:		
(Increase) decrease in accounts receivable	55,299	79,423
(Increase) decrease in accounts receivable - related	(199,867)	259,073
(Increase) decrease in draw receivable	(80,404)	-
(Increase) decrease in contracts receivable	(193,904)	319,430
(Increase) decrease in prepaid expenses	(2,555)	(13,587)
(Increase) decrease in inventory	107,840	(256,953)
(Increase) decrease in accounts receivable, less curr. port. - related	(150,663)	45,140
(Increase) decrease in due from related limited partnerships	-	25,123
(Increase) decrease in escrow funds	(33,154)	8,393
(Increase) decrease in security deposits	(939)	(14,367)
Increase (decrease) in accounts payable	307,333	(174,176)
Increase (decrease) in accrued expenses	28,506	-
Increase (decrease) in accrued payroll	124,330	(196,028)
Increase (decrease) in accrued compensated absences	(21,534)	(11,542)
Increase (decrease) in other current liabilities	(3,207)	24,789
Increase (decrease) in deferred revenue	(83,502)	(145,985)
Increase (decrease) in line of credit	-	50,000
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(224,001)	363,440
INVESTING ACTIVITIES		
Purchase of fixed assets	(1,219,430)	(77,173)
Proceeds from sale of fixed assets	-	144,375
(Increase) decrease in notes receivable	1,800	772
Proceeds from sale of investments	-	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(1,217,630)	67,974
FINANCING ACTIVITIES		
Proceeds from long-term debt	1,305,314	-
Payments on long-term debt	(95,875)	(98,250)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	1,209,439	(98,250)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(232,192)	333,164
CASH AND CASH EQUIVALENTS - JUNE 1	455,760	122,596
CASH AND CASH EQUIVALENTS - MAY 31	\$ 223,568	\$ 455,760
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	\$ 184,186	\$ 196,886

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012**

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Southwestern Community Services, Inc. (the Corporation) is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corp., SCS Housing, Inc., Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, and Troy Common Associates, LP. The Corporation is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. The financial statements include the accounts of Southwestern Community Services, Inc., SCS Management Corp., SCS Housing, Inc. The three corporations are combined because Southwestern Community Services, Inc. controls more than 50% of the voting power. All significant intercompany items and transactions have been eliminated from the basic financial statements.

Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, and Troy Common Associates, LP have been consolidated with the Corporation because the Corporation owns 100% of the voting power. All significant intercompany items and transactions have been eliminated from the basic financial statements.

Cash Equivalents

The Corporation considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The accounts receivable allowance for doubtful accounts is based upon an analysis of the aged accounts receivable listing.

The accounts receivable - related allowance for doubtful accounts is based upon an analysis of the aged accounts receivable listing.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with customers having outstanding balances and current relationships with them.

The notes receivable allowance for doubtful accounts is based upon an analysis of the aged notes receivable listing.

Inventory

Materials are valued at the lower of cost or market, using the first-in, first-out method.

Fixed Assets

Fixed assets acquired by the Corporation are capitalized at cost or, if donated, at the approximate value at the date of donation. It is the policy of the Corporation to capitalize all fixed assets over \$5,000.

Depreciation

Fixed assets are depreciated over their estimated useful lives on a straight-line or accelerated method.

Deferred Revenue

The Corporation records grant and contract revenue as deferred revenue until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

In-kind Support

The Corporation records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Advertising

The Corporation uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 2 - RISKS AND UNCERTAINTIES

Nature of Operations

The Corporation is operated in a heavily regulated environment. The operations of the Corporation are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

Current Vulnerabilities Due to Certain Concentrations

Southwestern Community Services, Inc., maintains its cash balances in various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation and the balances may exceed the insured limit. It is the opinion of management that the solvency of the referenced financial institution is of no particular concern at this time.

A large percentage of the Corporations' revenues are from two contractors, the Federal Government and the State Government. It is always considered to be at least reasonably possible that any contractor could be lost in the near term, but management feels this risk is of no particular concern at this time.

Estimates

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 revenues and expenses. Accordingly, actual results could differ from those estimates.

Significant Estimates

None of the estimates used in preparing the financial statements are considered significant.

NOTE 3 - ACCOUNTS RECEIVABLE AND CONTRACTS RECEIVABLE

Accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Allowance for doubtful accounts was estimated at \$0 and \$0, on May 31, 2013 and 2012.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 4 - NOTES RECEIVABLE

Notes receivable are stated at the amount that is expected to be collected at year-end. Interest income is recorded on the accrual basis.

The allowance for loan loss has been estimated at \$0 and \$0 as of May 31, 2013 and 2012, respectively.

NOTE 5 - INVESTMENTS

Investments are reported at their fair value at year end. Although the Corporation believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at year end.

The fair value measurement establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy has three levels which are described below.

Level 1 Fair Value Measurements

The fair values of investments are based on the closing price reported on the active market where the individual securities are traded.

Level 2 Fair Value Measurements

The fair values of investments are based on the market approach using quoted prices reported on the active market for similar assets, or they are based on the market approach using quoted prices reported on a market that is not active for identical or similar assets.

Level 3 Fair Value Measurements

The fair value of certain investments which are not actively traded and significant other observable inputs are not available. In this case, management decides what the best valuation technique to use is.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 5 – INVESTMENTS (CONTINUED)

The investments of the Corporation consisted of the following as of May 31,:

Description	Cost	Fair Value	May 31, 2013		
			Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Limited partnerships	100,700	100,700	-	-	100,700
Total	\$ 100,700	\$ 100,700	\$ -	\$ -	\$ 100,700

Description	Cost	Fair Value	May 31, 2012		
			Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Limited partnerships	100,700	100,700	-	-	100,700
Total	\$ 100,700	\$ 100,700	\$ -	\$ -	\$ 100,700

The activities of the Corporation's investments account are summarized as follows:

	2013	2012
Fair Value - June 1	\$ 100,700	\$ 100,500
Investment income	-	-
Investment fees	-	-
Additions	-	200
Distributions	-	-
Realized gains (losses)	-	-
Unrealized gains (losses)	-	-
Fair Value - May 31	\$ 100,700	\$ 100,700

NOTE 6 - PLEDGED ASSETS

The following are the assets used as collateral:

Fixed Assets	\$13,343,978
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SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 7 - LINE OF CREDIT

An available \$250,000 revolving line of credit existed at years ending May 31, 2013 and 2012. Interest was charged at 4.00% and the outstanding balance at years end was \$249,953 and \$249,953, respectively.

An available \$50,000 revolving line of credit existed at years ending May 31, 2013 and 2012. Interest was charged at 4.00% and the outstanding balance at years end was \$50,000 and \$50,000, respectively.

NOTE 8 - LONG-TERM DEBT

Long-term debt consisted of the following as of May 31,:

	<u>2013</u>	<u>2012</u>
1.00% mortgage payable to NH Housing Finance Authority, secured by real estate, payable in monthly installments of \$891 including interest through 2032.	\$ 199,437	\$ 207,370
Non-interest bearing mortgage payable to Community Development Finance Authority, secured by real estate, quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate.	32,147	32,147
3.25% note payable to bank, secured by real estate, payable in monthly installments of \$959 including interest through March 2021.	78,659	87,215
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	250,000	250,000
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	408,300	408,300
7.25% mortgage payable to bank, secured by real estate, payable in monthly installments of \$2,246 including interest through 2017.	232,171	241,373
10.00% note payable to bank, secured by vehicle, payable in monthly installments of \$407 including interest through 2013.	-	1,970
0.00% note payable to bank secured by vehicle, payable in monthly installments of \$590 through 2013.	-	2,359
0.00% note payable to bank secured by vehicle, payable in monthly installments of \$421 through 2013.	-	1,682

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 8 - LONG-TERM DEBT (CONTINUED)

	<u>2013</u>	<u>2012</u>
4.375% note payable to Rural Housing Service, secured by real estate, payable in monthly installments of \$11,050 including interest through 2049.	\$ 2,400,973	\$ 2,427,889
0.00% note payable to Cheshire County, secured by real estate, payment is not necessary unless the Corporation defaults on the contract.	460,000	460,000
4.00% note payable to Railroad Land Development, LLC, secured by real estate, payable in interest only annual installments with a final balloon payment of entire principal balance in March of 2015.	63,000	63,000
4.00% note payable to Monadnock Economic Development Corporation, secured by real estate, payable in interest only annual installments with a final balloon payment of entire principal balance in March of 2015.	45,000	45,000
14.65% note payable to GMAC, secured by personal property, payable in monthly installments of \$299 including interest through 2014.	1,687	4,773
5.2% note payable to bank, secured by real estate payable in \$2,769 monthly installments including interest through May of 2014. Beginning in May 2014 payments and interest will be adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston through May 2039.	469,007	476,950
6.99% note payable to bank secured by vehicle, payable in monthly installments of \$560 through 2014.	9,049	14,898
5.95% note payable to bank, secured by real estate, payable in monthly installments of \$934 including interest through 2031.	123,213	126,562
1.00% note payable to Town of Walpole, New Hampshire, secured by real estate, accrued interest and principal are due on August 2026.	-	367,600
6.00% note payable to bank, secured by real estate, payable in monthly installments of \$1,351 including interest through April 2016 with a ballon payment of \$123,000.	144,887	152,175

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 8 - LONG-TERM DEBT (CONTINUED)

	2013	2012
1.00% note payable to Town of Walpole, New Hampshire, secured by real estate, accrued interest and principal are due on December 2025.	\$ 378,961	\$ 375,911
7.00% note payable to bank, secured by real estate, payable in monthly installments of \$807 including interest through December 2025.	84,614	88,148
1.00% note payable to Town of Troy, New Hampshire, secured by real estate, accrued interest and principal are due on November 2025.	364,265	361,126
0.00% loan payable to United States Department of Housing and Urban Development, secured by real estate, no payment is due as long as the property is used for low income housing for 20 years. After 10 years, 10% loan will be forgiven per year. The loan will be fully amortized by January 2026.	250,000	250,000
0.00% loan payable to United States Department of Housing and Urban Development, secured by real estate, no payment is due as long as the property is used for low income housing for 20 years. After 10 years, 10% loan will be forgiven per year. The loan will be fully amortized by January 2025.	150,000	150,000
0.00% note payable to New Hampshire Housing Finance Authority, secured by real estate, payable in yearly payments in the amount of 50% of annual surplus cash. The remaining balance is due on July 2032.	800,000	-
0.00% note payable to County of Cheshire, secured by real estate, of which 5% of the balance is forgiven each year. The remaining balance is due December 31, 2032.	470,000	-
3.99% note payable to bank, secured by personal property, payable in monthly installments of \$385 including interest through 2018.	19,241	-
	\$ 7,434,611	\$ 6,596,448
Current portion	93,210	200,573
Long-term portion	7,341,401	6,395,875
	\$ 7,434,611	\$ 6,596,448

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 8 - LONG-TERM DEBT (CONTINUED)

Principal maturities of long-term debt in each of the next five years, are as follows:

2014	\$	93,210
2015		199,712
2016		214,274
2017		271,864
2018		78,726

NOTE 9 - UNRESTRICTED NET ASSETS

None of the Corporation's net assets are subject to donor-imposed restrictions. Accordingly, all net assets are accounted for as unrestricted net assets.

NOTE 10 - OPERATING LEASES

The following is a summary of the outstanding operating leases payable:

The Corporation leases five automobiles under non-cancelable lease agreements. The terms of the leases are as follows:

<u>Monthly payments</u>	<u>Expiration Date</u>
\$ 668	September 2013
521	August 2014
416	March 2015
341	April 2015
580	January 2016

Future minimum monthly payments under the leases are as follows:

2014	\$ 24,968
2015	16,434
2016	4,640
2017	-
2018	-

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 11 - CONTINGENCY

SCS Housing, Inc. is the general partner in fifteen limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. have guaranteed repayment of twelve partnerships liabilities in the amount of \$28,136,893. Partnership real estate with a cost basis of approximately \$55,746,514 provides collateral on these loans.

NOTE 12 - RELATED PARTY TRANSACTIONS

During the year ended May 31, 2013, SCS Housing, Inc. managed twelve limited partnerships and had a Brother-Sister relationship with those limited partnerships. Fees charged by SCS Housing, Inc. totaled \$305,641.

During the year ended May 31, 2012, SCS Housing, Inc. managed twelve limited partnerships and had a Brother-Sister relationship with those limited partnerships. Fees charged by SCS Housing, Inc. totaled \$300,827.

NOTE 13 - PENSION PLAN

The Corporation has a defined contribution pension plan offering coverage to all of its employees. The pension expense for the years ended May 31, 2013 and 2012, was \$250,777 and \$273,275, respectively. The plan is a tax-sheltered annuity which is funded by employee contributions and a Corporation match of the employee's contributions.

NOTE 14 - INCOME TAXES

The Corporation and SCS Management Corp. qualified as an organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Management believes there is no tax on unrelated business income, therefore no income tax provisions have been made in the accompanying financial statements.

SCS Housing, Inc. is a C Corporation and is subject to income tax. Management does not believe this entity will have taxable income as there is net operating loss carryover for \$586,369 and therefore there is no tax provision.

Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, and Troy Common Associates, LP are partnerships and do not pay taxes on their income. Rather, the partners will pay the taxes on the partnership net income.

The corporations and partnerships are no longer subject to examinations by compliance authorities for years before 2010.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 15 - RESTATEMENT

On the 2012 Statement of Financial Position, inventory was increased by \$256,953 and deferred revenue was increased by \$78,704 to record three rehabilitations of buildings that had not been sold by May 31, 2012. Deferred revenue was decreased by \$400,000 and Long-term debt was increased by \$400,000 for the reclassification of two loans. Deferred revenue was also increased by \$26,667 for the removal of amortization of two loans.

On the 2012 Statement of Activities, the government contracts decreased by \$105,371 and the following expenses were decreased for the year ended May 31, 2012:

Payroll	\$ 15,937
Payroll taxes	1,514
Payroll benefits	1,162
Retirement	1,337
Insurance	1,338
Travel	318
Other direct program costs	<u>235,347</u>
Total	<u>\$ 256,953</u>

NOTE 16 - PRIOR PERIOD ADJUSTMENT

In 2011 and prior years, there was amortization of two loans for \$143,333, which should not have been posted until 2015 and later. Deferred revenue was increased by \$143,333 to remove the amortization that was posted.

NOTE 17 - MANAGEMENT REVIEW

Management has reviewed subsequent events as of February 28, 2014, the date the financial statements were available to be issued. At that time, there were no material subsequent events.

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

www.rlbc.com
accting@rlbc.com

41 Bates Street
Portland, Maine 04103

Tel: (207) 775-1717
Fax: (207) 775-7103

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

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited the financial statements of Southwestern Community Services, Inc. as of and for the year ended May 31, 2013, and have issued our report thereon dated February 28, 2014. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Southwestern Community Services, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and responses, we identified certain deficiencies in internal control over financial reporting that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and responses to be material weaknesses. (2013-1 and 2013-2)

Compliance and Other Matters

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

Southwestern Community Services, Inc.'s responses to the findings identified in our audit are described in accompanying schedule of findings and responses. We did not audit Southwestern Community Services, Inc.'s responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the Board of Directors, management, others within the entity, and legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Ron L. Beaulieu & Co.

Portland, Maine
February 28, 2014

SOUTHWESTERN COMMUNITY SERVICES, INC.
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED MAY 31, 2013

2013-1 Inventory – Work in Process

Condition: Control systems did not prevent, or detect and correct a material misstatement that was identified by the auditor. Specifically, management did not account for inventory properly as an asset.

Criteria: Per Generally Accepted Accounting Principles, FASB *Accounting Standards Codification* 330-10-30-1, Inventory Cost, as applied to inventories, cost means the sum of applicable expenditures and charges directly or indirectly incurred in bringing an article to its existing condition and location.

Cause: Error in applying Generally Accepted Accounting Principles.

Effect: A material correcting journal entry was proposed by the auditor to increase inventory and decrease expenses.

Recommendation: Review the criteria above and incorporate it into the accounting process.

Response: Agree

Action Taken: We will review and incorporate into its accounting process FASB Accounting Standards Codification 330-10-30-1.

2013-2 Various asset, liability, and equity accounts

Condition: Control systems did not prevent, or detect and correct material misstatements that were identified by the auditor. Specifically, management did not reconcile various asset, liability, and equity accounts.

Criteria: Best accounting practices.

Cause: The Internal Control Document does not require reconciliations of accounts outside of cash, accounts receivable, and accounts payable.

Effect: Various material adjustments were proposed by the auditor to increase and decrease various asset, liability, and equity accounts.

Recommendation: Implement a policy that requires the Chief Financial Officer or Fiscal Director to reconcile the accounts outside of cash, accounts receivable, and accounts payable, at least, at year end.

Response: Agree

Action Taken: The CFO and/or Fiscal Director will bring to the Audit Committee of the Board of Directors the current Internal Control Document for review with a recommendation to implement a policy for reconciliations of accounts outside of cash, accounts receivable and accounts payable, at least, at year end.



Southwestern Community Services

Over 45 years of people helping people in Cheshire and Sullivan counties

SOUTHWESTERN COMMUNITY SERVICES, INC.

Personnel Policies and Procedures 2014

Revised

Vision Statement

SCS seeks to create and support a climate within the communities of southwestern New Hampshire wherein *poverty is never accepted* as chronic or permanent condition of any person's life.

Mission Statement

SCS strives to empower low income people and families. *With dignity and respect*, SCS will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward *self-sufficiency*.

Community Statement

In partnership and close collaboration with local communities, SCS will provide *leadership* and *support* to develop resources, programs and services to further aid this population.

63 Community Way
PO Box 603
Keene, NH 03431-0603
Phone: (603) 352-7512
Fax: (603) 352-3618


United Way
Call Toll Free: (800) 529-0005
TTY-NH: (800) 735-2964

96-102 Main Street
PO Box 1338
Claremont, NH 03743
Phone: (603) 542-9528
Fax: (603) 542-3140

Southwestern Community Services, Inc. Board of Directors - Composition - 2014 -

CHESHIRE COUNTY

SULLIVAN COUNTY

**CONSTITUENT
SECTOR**

Beth Fox

Vice Chair, NH CDBG
Advisory Council

Penny Despres

New Hope New Horizons
Program Representative

Daisy Heath

Head Start Policy Council
Parent Representative to Board

David Hill

Homeless Services Program
Representative - Sullivan Cty

Cathy Paradis

Director Family School Connections
Childcare Resource & Referral Program

Mary Lou Huffling

Fall Mountain Emergency Food Shelf
Alstead Friendly Meals

**PRIVATE
SECTOR**

Elaine Amer, *Clerk/Treasurer*

Construction Trades
Amer Electric

Scott Croteau, *Vice Chairperson*

Banking Finance Community

Kevin Watterson, *Chairperson*

Vice President,
g. housen and co. inc.

John Rider

Chairman of the Board of Directors
New Hampshire Oil Heat Council

Lou Gendron

President, Congress of Claremont
Senior Citizens

Anne Beattie

ServiceLink of Sullivan County
Advisory Committee

**PUBLIC
SECTOR**

Leroy Austin

Town of Winchester
NH Code Enforcement

Senator Molly Kelly

Senate District 10

Peter (Sturdy) Thomas

Selectperson
Town of Dublin

David Edkins

Administrator,
Planning & Zoning
Town of Charlestown

Raymond Gagnon

NH House of Representatives

Vacant

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southwestern Community Services, Inc.

Name of Program: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Program

BUDGET PERIOD:		SFY 16		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
John Manning	Chief Executive Officer	\$119,641	0.00%	\$0.00
Sarah Burke	WIC/CSFP Program Director	\$37,440	100.00%	\$37,440.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$37,440.00

BUDGET PERIOD:		SFY 17		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
John Manning	Chief Executive Officer	\$119,641	0.00%	\$0.00
Sarah Burke	WIC/CSFP Program Director	\$37,440	100.00%	\$37,440.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$37,440.00

John A. Manning
63 Community Way, PO Box 603
Keene, NH 03431
603-352-7512 jmanning@scshelps.org

Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

Experience

2014--Present Southwestern Community Services Inc.
Keene, NH

Chief Executive Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Reports to the agency board of directors.

1990--2014 Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

Staff Accountant

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

Education

1971--1975 University of Mass. Amherst, Ma.
▪ B.S. Business Administration in Accounting

Sarah Schenck Burke
sburke@scshelps.org
603-719-4231

WORK EXPERIENCE

December 2011-present WIC & CSFP Director, Southwestern Community Services, Keene, NH Responsible for the overall organization and operation of the program, including schedules, budget, outreach, management and monitoring.

2010-2011 Nutrition Services Director, Applewood Healthcare & Rehabilitation, Winchester, NH Responsible for organizing and directing the Nutrition Services Department of a 72 bed long term care and rehabilitation facility. Ensure that staff practices and all aspects of meal service meet the needs of the residents, company policy, and current professional standards of practice.

1998-2010 WIC Nutritionist, Southwestern Community Services, Keene, NH Encourage and support healthy habits for growing families. Counsel WIC participants as part of their WIC certification. Be part of the WIC team.

1995-1998 Dietary Department Manager, Westwood Healthcare, Keene, NH Manage all aspects of the dietary department of an 82 bed long term care and rehabilitation facility, including meeting the needs of residents, staffing the dietary department, budget.

1993-1995 and 1983-1986 Staff Dietitian, Sowerby Healthcare, Keene, NH Assess nutritional needs of residents through food preference interviews, anthropometric and lab data. Perform kitchen sanitation reviews. Support dietary department.

EDUCATION

University of New Hampshire, Durham, NH BS Home Economics, Human Nutrition and Dietetics

Serve-Safe Certification

6/18/14 # 89 B

SMD



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 28, 2014

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

100% federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise 4 amendment agreements with vendors by increasing the Price Limitation by \$33,575 from \$6,616,240 to \$6,649,815 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 48, 49, and June 5, 2013, Item number 47 and 95.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014 Amount	SFY 2015 Amount	Total Increase
Southern NH Services	Hillsborough Rockingham Counties	\$1,845	\$6,556	\$8,401
Southwestern Community Services, Inc.	Cheshire & Sullivan Counties	\$710	\$14,412	\$15,122
Community Action Program and Merrimack Counties, Inc.	Belknap, Coos, Grafton, & Merrimack Counties	\$2,750	\$4,596	\$7,346
Goodwin Community Health	Carroll & Strafford Counties	\$1,131	\$1,575	\$2,706
TOTAL		\$6,436	\$27,139	\$33,575

Funds to support this request are available in the following accounts for SFY 2014 and SFY 2015 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

See attachment for financial details

EXPLANATION

This requested action seeks approval of 4 amendments to increase the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, to purchase software licenses and data storage devices, and to support educational training. In the interest of efficiency, the contract amendments are being bundled as they are providing the same services, and because of the size of the resulting Governor and Council submission, the copies provided are abbreviated in the interest of saving resources. The Councilors and the public can view the entire submission package on the Secretary of State's website.

The WIC Nutrition Program provides statewide monthly nutrition benefits to more than 14,800 low income women, infants, and children. The StarLINC computer system issues these benefits through printing of more than 50,000 food vouchers monthly redeemed at approximately 200 grocery stores in New Hampshire.

Should Governor and Executive Council not authorize this Request, WIC local agencies will not be able to continue to efficiently provide nutrition benefits to low income women, infants, and children using the StarLINC computer system.

Contracts were awarded to these four vendors through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Health Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

There were no competing proposals received for the provision of the Women, Infants and Children and Commodity Supplemental Food Programs nutrition services. Six evaluators from within the Department of Health and Human Services working in teams of four were used in the review of all proposals. All reviewers have between five and twenty-five years' experience working in the public health setting at the State and local levels in New Hampshire. All have management experience in nutrition, health and nursing programs, including Women, Infants and Children and breastfeeding programs. All have degrees in nutrition, human services, nursing or public health, and have been involved in reviewing proposals in the Division of Public Health Services. The Request for Proposals scoring summary is attached.

The performance measures as described in the contract amendment Exhibit A – Amendment 1 – Performance Measures, will be used to continue to measure the effectiveness of the agreement.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2014
Page 3 of 3

Area to be served is statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

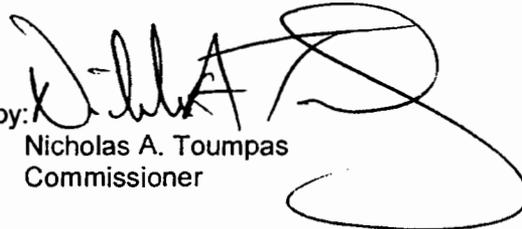
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF
 100% Federal Funds**

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2014	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2014	102/500734	Contracts for Program Svcs	90006003	640,055	1,845	641,900
SFY 2014	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2014	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2014	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2014	102/500734	Contracts for Program Svcs	90006041	100,968		100,968
SFY 2015	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2015	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2015	102/500734	Contracts for Program Svcs	90006003	640,055	5,056	645,111
SFY 2015	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2015	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2015	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2015	102/500734	Contracts for Program Svcs	90006041	100,668	1,500	102,168
			Sub-Total	\$3,061,126	\$8,401	\$3,069,527

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	41,212	-	41,212
SFY 2014	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2014	102/500734	Contracts for Program Svcs	90006003	168,905	710	169,615
SFY 2014	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2014	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2014	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2014	102/500734	Contracts for Program Svcs	90006041	22,763		22,763
SFY 2015	102/500734	Contracts for Program Svcs	90006001	41,212		41,212
SFY 2015	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2015	102/500734	Contracts for Program Svcs	90006003	168,905	2,412	171,317
SFY 2015	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2015	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2015	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2015	102/500734	Contracts for Program Svcs	90006041	22,563	12,000	34,563
			Sub-Total	\$656,504	\$15,122	\$671,626

FINANCIAL DETAIL ATTACHMENT SHEET

WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2014	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2014	102/500734	Contracts for Program Svcs	90006003	379,200	1,250	380,450
SFY 2014	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2014	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2014	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2014	102/500734	Contracts for Program Svcs	90006041	55,261	1,500	56,761
SFY 2015	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2015	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2015	102/500734	Contracts for Program Svcs	90006003	379,200	3,096	382,296
SFY 2015	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2015	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2015	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2015	102/500734	Contracts for Program Svcs	90006041	53,061	1,500	54,561
SFY 2015			Sub-Total	1,977,206	\$7,346	1,984,552

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2014	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2014	102/500734	Contracts for Program Svcs	90006003	251,360	928	252,288
SFY 2014	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2014	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2014	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2014	102/500734	Contracts for Program Svcs	90006041	30,718		30,718
SFY 2015	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2015	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2015	102/500734	Contracts for Program Svcs	90006003	251,360	1,372	252,732
SFY 2015	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2015	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2015	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2015	102/500734	Contracts for Program Svcs	90006041	30,418		30,418
SFY 2015			Sub-Total	\$921,404	\$2,706	924,110
			TOTAL	\$6,616,240	\$33,575	\$6,649,815

Program Name: WIC-CSFP-BFPC
 Contract Purpose: Public health nutrition services
 RFP Score Summary

	Max Pts	Community Action Program Merrimack Counties, Concord, NH	Goodwin Community Health, Somersworth, NH	Southern New Hampshire Services, Manchester, NH	Southern New Hampshire Community Services, Keene, NH			
Agency Capacity	30	29.33	26.00	20.67	19.67	0.00	0.00	0.00
Program Structure	50	45.00	39.50	31.67	39.00	0.00	0.00	0.00
Budget and Justification	15	13.33	12.00	15.00	15.00			
Format	5	5.00	4.33	3.33	3.00			
Total	100	92.67	81.83	70.67	76.67			

BUDGET REQUEST	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET REQUEST		1,977,206.00	921,404.00	3,061,126.00	656,504.00			
BUDGET AWARDED	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET AWARDED		1,977,206.00	921,404.00	3,061,126.00	656,504.00			

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Lisa Richards	Program Planner	DHHS, DPHS	Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years.
2	Margaret Murphy	Administrator	DHHS, DPHS	Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.
3	Marisa Lara	Health Promotion Advisor	DHHS, DPHS	Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.
4				
5				
6				
7				
8				
9				
10				



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Southwestern Community Services, Inc.**

This 1st Amendment to the Southern New Hampshire Services, Inc., contract (hereinafter referred to as "Amendment One") dated this 12th day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 63 Community Way, PO Box 603, Keene, NH, 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by increasing the price limitation.

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

To amend as follows:

- Form P-37, to change:
Block 1.8 to read: \$671,626.
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:
The contract price shall increase by \$710 for SFY 2014.
The contract price shall increase by \$14,412 for SFY 2015.

Paragraph 1.2 to Paragraph 1:
Funding is available as follows:

\$15,122 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 14144NH703W1003.



New Hampshire Department of Health and Human Services

Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
- Exhibit B-1 (2014) - Amendment 1
- Exhibit B-1 (2015) - Amendment 1

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



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

State of New Hampshire
Department of Health and Human Services

5/29/14
Date

Brook Dupee
Brook Dupee
Bureau Chief

Southwestern Community Services, Inc.

May 12, 2014
Date

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Acknowledgement:

State of New Hampshire, County of Cheshire on May 12, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jill Tomlin
Signature of Notary Public or Justice of the Peace



Jill Tomlin Notary
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wiant
Name: Rosemary Wiant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

Southwestern Community Services, Inc. will provide public health nutrition services to low income women, infants, and children enrolled in the Women, Infants and Children (WIC), Commodity Supplemental; Food Program, and Breastfeeding Peer Counseling Programs. This Exhibit A - Amendment 1 modifies exhibit A, Scope of Service, by increasing the price limitation for the provision of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and to support educational training.

2. Required Activities

Southwestern Community Services, Inc. will provide services to 1,962 women, infants and children monthly utilizing the StarLINC MIS system, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.
- Funding to sponsor two statewide nutrition counseling and customer service trainings.

3. Performance Measures

The following performance measures will be used to measure the effectiveness of the agreement.

Access to Nutrition Services:

- To serve 95%-105% of the assigned Women, Infants and Children and Commodity Supplemental Food Programs caseload throughout the fiscal year.
- To increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy.

Obesity Prevention:

- To increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period, to increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months, and to increase rates of exclusive breastfeeding.
- To develop initiatives in the area of increased physical activity for women and children.
- To develop initiatives in the area of decreased television viewing.
- To develop initiatives in the area of increased fruit and vegetable consumption.

JRN

5/12/14

**Exhibit B-1 (2014) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc.

Budget Request for: WIC Nutrition Program
(Name of RFP)

Budget Period: SFY 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 300.00	\$ -	\$ 300.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 200.00	\$ -	\$ 200.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 210.00	\$ -	\$ 210.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 710.00	\$ -	\$ 710.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: gm

Date: 5/12/14

**Exhibit B-1 (2015) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc.

Budget Request for: WIC Nutrition Program
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 1,200.00	\$ -	\$ 1,200.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 12.00	\$ -	\$ 12.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 12,000.00	\$ -	\$ 12,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 14,412.00	\$ -	\$ 14,412.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: Jm
Date: 5/12/14

95 RB



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Tompaso
Commissioner

José Thier Montero
Director

G&C Approved

March 29, 2013

Date 6/5/2013

Item # 95

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

100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Southwestern Community Services, Inc. (Vendor #177511 R001), 63 Community Way, PO Box 603, Keene, New Hampshire 03431, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$656,504.00, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC
SUPPLEMENTAL NUTRITION PRG

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	41,212.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	9,827.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	168,905.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	64,772.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	4,961.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	15,912.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	22,763.00
			Sub-Total	\$328,352.00

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 15	102-500734	Contracts for Prog Svc	90006001	41,212.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	9,827.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	168,905.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	64,772.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	4,961.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	15,912.00
SFY 15	102-500734	Contracts for Prog Svc	90006041	22,563.00
			Sub-Total	\$328,152.00
			Total	\$656,504.00

EXPLANATION

Funds in this agreement will be used by Southwestern Community Services, Inc. to provide direct nutrition services monthly to 2,598 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Cheshire and Sullivan Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program has been shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low-income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 2,598 clients in Cheshire and Sullivan Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

Southwestern Community Services, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Healthy Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

Four proposals were received. There was only one respondent to provide services in the Cheshire and Sullivan Counties service area. There were three proposal reviewers, all of whom are currently employed in the Division of Public Health Services, Healthy Eating and Physical Activity Section. All reviewers have between five and twenty years experience in developing Request for Proposals, reviewing nutrition proposals and managing agreements with vendors for chronic disease and nutrition services. Each reviewer reviewed and scored the proposal using a standardized scoring form and criteria. The Bid Summary is attached.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

March 29, 2013

Page 3

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$694,832. This represents a decrease of \$38,328 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

The following performance measures will be used to measure the effectiveness of the agreement.

- 66% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.
- 15% of of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 74% of of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeed until 3 months and 26% of WIC participants will exclusively breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Cheshire and Sullivan Counties.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

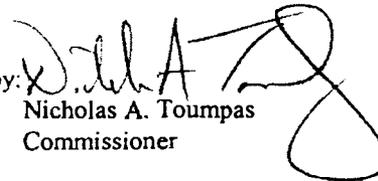
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/lr

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

- 9 **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient recipient of services.

- 10 **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

- 11 **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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.

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

16. **Insurance:** Select either (1) or (2) below.

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c)(3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21:113, XIV, (Supp. 2006). The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c)(3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21:113, XIV, (Supp. 2006) Agreement P-57 General Provisions, 14.I and 14.I.I, Insurance and Bond, shall apply. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are at risk of being harmed.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21:113, XIV, (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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