



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

March 18, 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 a renewal option and amend a contract with Community Action Program Belknap-Merrimack Counties, Inc., PO #1030670, Vendor # 177203-B003, PO Box 1016, 2 Industrial Drive, Concord, New Hampshire 03302-1016, by increasing the Price Limitation by \$100,000 from \$100,000 to \$200,000 to provide prenatal services, and extend the Completion Date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on May 15, 2013, Item #46. 48% Federal Funds & 52% General Funds.

Funds are anticipated to be available in SFY 2016 and SFY 2017 upon the 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 the Governor and Executive Council, if needed and justified.

05-95-90-902010-5190, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90080001	50,000	0.00	50,000
2015	102-500731	Contracts for Prog Svc	90080001	50,000	0.00	50,000
2016	102-500731	Contracts for Prog Svc	90080001	0.00	50,000	50,000
2017	102-500731	Contracts for Prog Svc	90080001	0.00	50,000	50,000
			Total	\$100,000	100,000	\$200,000

EXPLANATION

Funds from this contract will be used to provide comprehensive, clinical prenatal services to low-income pregnant women in Belknap County. Prenatal care addresses the medical, nutritional, psychosocial and educational needs of the pregnant woman in order to optimize the birth outcome and mother's health status.

Although New Hampshire has continued to see improvement in birth outcomes, there are still disparities among prenatal populations, particularly amongst low-income women. This funding seeks to rectify those disparities.

In State Fiscal Year 2014, the Community Action Program Belknap-Merrimack Counties, Inc. had:

- 85% of infants were born to women who received prenatal care in the first trimester of pregnancy;
- 73% of pregnant women were screened, using a formal valid screening tool, for substance and alcohol use during every trimester they were enrolled.

Should Governor and Executive Council not authorize this Request, approximately 200, low-income, at risk pregnant women in Belknap County will not receive prenatal services, and this may lead to an increase in infant and/or maternal mortality.

Community Action Program Belknap-Merrimack Counties, Inc., was selected for this project through a competitive bid process. The Bid Summary is attached.

As referenced in the original letter approved by Governor and Council on May 15, 2013, Item #46, and in the Exhibit C of the contract, 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. The Division is exercising this renewal option.

The Community Action Program Belknap-Merrimack Counties, Inc. has successfully performed the scope of services for this contract. A majority of the women receive prenatal care starting in the first trimester, a best clinical practice. In addition, women are screened for substance, alcohol and tobacco use and are referred if needed, also a recommendation of best practice.

The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly, and will be used to measure the effectiveness of the agreement.

- Percent of pregnant women screened for clinical depression at the postpartum visit using a formal validated tool and follow-up plan documented.
- Percent of women who smoke during pregnancy and who received cessation counseling intervention, if identified as a tobacco user.
- Percent of pregnant women screened, using a formal valid screening tool, for alcohol and other drug use during every trimester they are enrolled in the prenatal program.

Area served: Belknap County.

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Source of Funds: 48% Federal Funds from the United States Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau and 52% General Funds.

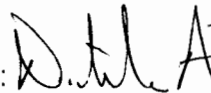
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Program Name

Contract Purpose
RFP Score Summary

Prenatal Services
 Provide comprehensive clinical prenatal services to low-income women. Medicaid insured, or women identified as "at risk" of having a poor birth outcomes or pregnancy complications.

REAR/RFP CRITERIA	Max Pts	Community Action Program Belknap-Merrimack Counties, Inc., 2 Industrial Park Drive, Concord, NH 03302-1016	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St
Agy Capacity	30	27.00	0.00	0.00	0.00	0.00	0.00
Program Structure	40	33.00	0.00	0.00	0.00	0.00	0.00
Budget & Justification	15	12.00	0.00	0.00	0.00	0.00	0.00
Format	5	4.00	0.00	0.00	0.00	0.00	0.00
Workplan	10	9.00					
Total	100	85.00	0.00	0.00	0.00	0.00	0.00

BUDGET REQUEST	Year 01	Year 02	Year 03	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	Year 03	TOTAL BUDGET AWARDED
	\$50,000.00	\$50,000.00	\$0.00	\$100,000.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$50,000.00	\$50,000.00	\$0.00	\$100,000.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$50,000.00	\$50,000.00	\$0.00	\$100,000.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$50,000.00	\$50,000.00	\$0.00	\$100,000.00		\$0.00	\$0.00	\$0.00	\$0.00

RFP Reviewers			Qualifications
Name	Job Title	Dept/Agency	Qualifications
1 Jill Fournier	QA Nurse Consultant	DPHS, MCH	All three reviewers have twelve years experience managing agreements with vendors for various public health programs and all have expertise in maternal and child health.
2 Ruth Fox	FHDI Program Coordinator	DPHS, MCH	
3 Holly Wentworth	PSVH Coordinator	DPHS, MCH	



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Prenatal Services Contract**

This 1st Amendment to the Community Action Program of Belknap and Merrimack Counties, Inc., contract (hereinafter referred to as "Amendment One") dated this 13th day of March, 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 #46, 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:

\$200,000

3. Delete Exhibit A and replace with Exhibit A Amendment #1
4. Delete Exhibit B and replace with Exhibit B Amendment #1
5. Amend Budget to add:
 - Exhibit B-1 Amendment #1 Budget SFY 2016
 - Exhibit B-1 Amendment #1 Budget SFY 2017
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

3/13/15
Date

[Signature]
Brook Dupee
Bureau Chief

Community Action Program of Belknap and
Merrimack Counties, Inc.

3/17/2015
Date

[Signature]
Name: Ralph Littlefield
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 3/17/2015, 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

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

My Commission Expires: 


Contractor Initials: [Signature]
Date: 3/17/15



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

OFFICE OF THE ATTORNEY GENERAL

Date 3/27/15


Name: Megan Aycock
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: _____

Contractor Initials: DA
Date: 3/17/15



Exhibit A – Amendment #1

SCOPE OF SERVICES

1. General Provisions

1.1. Required Services

- 1.1.1. Eligibility - Prenatal Program services will be provided to low-income, uninsured or underinsured, and pregnant and postpartum women (defined as \leq 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines that are updated annually.
- 1.1.2. The Contractor shall document, for each client enrolled in the program, family income and family size, and calculate percentage of the federal poverty level. If calculations indicate that the client may be eligible for enrollment in Medicaid, the Contractor shall complete with the client the most recent version of the 800P form.
- 1.1.3. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule, approved in advance by the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), for low-income patients. Signage must state that no client will be denied services for inability to pay.
 - a. As an alternative, the contractor may post in a public and conspicuous location, a notice to clients that a sliding scale fee is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register, submitted to and approved by DPHS prior to implementation.
- 1.1.4. Billing – This contract shall serve as the payer of last resort. The Contractor shall make every effort to bill all other payers including private and commercial insurances and Medicaid for all reimbursable services rendered.

1.2. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall:

- 1.2.1. Ensure equal access to quality health services and provide culturally and linguistically appropriate services according to the following guidelines
- 1.2.2. Assess the ethnic/cultural needs, resources and assets of their community.
- 1.2.3. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

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Exhibit A – Amendment #1

- 1.2.4. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
- 1.2.5. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.2.6. Maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

1.3. State and Federal Laws

That Contractor shall:

- 1.3.1. Be responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:
- 1.3.2. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted 6/3/08.
- 1.3.3. Persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults, RSA 631:6, Assault and Related Offences.
- 1.3.4. Immunizations shall be conducted in accordance with RSA 141-C and the Immunization Rules promulgated hereunder.

1.4. Relevant Policies and Guidelines

The Contractor shall:

- 1.4.1. Provide medical care, social services, nutrition services, and nursing care to women during pregnancy and the intrapartum and postpartum periods.
- 1.4.2. The Contractor shall assure continuity of care: from entry into care through delivery.
- 1.4.3. The Contractor is responsible for case management of the women enrolled in the program and for program follow-up activities. Case management services shall promote effective and efficient organization and utilization of resources to



Exhibit A – Amendment #1

assure access to necessary comprehensive medical, nutritional, and social services for pregnant women and their families.

- 1.4.4. The Contractor shall assure that referrals and linkages for other needed services are made, carried through, and documented. Such services shall include, but not be limited to: dental services; genetic counseling; WIC Program; high risk prenatal services; mental health; social services, including domestic violence crisis centers; substance abuse services; and family planning services.
- 1.4.5. The Contractor shall demonstrate activities toward maintaining or increasing prenatal clinic enrollment by clients during the first trimester of pregnancy.

1.5. Publications Funded Under Contract

- 1.5.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.5.2. All documents (written, video, audio, electronic) produced, reproduced, or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 1.5.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C (14).

2. Standards for Medical Care

2.1. Service Requirements

The Contractor shall:

- 2.1.1. Provide preconception and perinatal medical and nursing care, social services, nutrition services, and education to all women of childbearing age.
- 2.1.2. Preconception care includes the identification of conditions that could affect a future pregnancy or fetus. During preconception care providers encourage women of childbearing age to develop a reproductive health plan to help conscientiously assess the desire for a child or children or desire not to have children. The plan also should address the optimal number, timing, and spacing of children; determine the steps needed to prevent or plan for and optimize a pregnancy; and evaluate current health status and other issues relevant to the health of a pregnancy.
- 2.1.3. Prenatal care includes early diagnosis of pregnancy and focus on maintaining or achieving the optimal health of the mother, lowering the risk of adverse pregnancy outcomes, and the establishment of a management plan. The plan should include medical, nutritional, psychosocial, and educational needs of the



Exhibit A – Amendment #1

mother and her family, and it should be reevaluated and revised in accordance with the progress of the pregnancy.

- 2.1.4. Referral to the Women, Infant and Children (WIC) Nutrition Program for all eligible pregnant women. Pregnant women enrolled in the WIC Nutrition Program shall be referred to WIC for breastfeeding education and referral to the WIC Nutrition Program peer counselors.
- 2.1.5. All pregnant women should have access in their community to readily available and regularly scheduled obstetric care, beginning in early pregnancy and continuing through the postpartum period. Pregnant women also should have access to unscheduled or emergency visits on a 24-hour basis.
- 2.1.6. Prenatal medical care shall, at minimum, be provided in accordance with the Guidelines for Perinatal Care, seventh or most current edition, the American Academy of Pediatrics, the American College of Obstetricians and Gynecologists, and /or the Centers for Disease Control.
- 2.1.7. In the event prenatal care is not provided directly by the Contractor a formal Memorandum/of Agreement for coordinated referral to an appropriately qualified provider must be maintained.
- 2.1.8. Age appropriate reproductive health care shall, at a minimum, be provided in accordance with the American College of Obstetricians and Gynecologists, or the Centers for Disease Control and Prevention (CDC) current guidelines.
- 2.1.9. Family planning counseling for prevention of subsequent pregnancy following the infant's birth shall be discussed with the infant's mother at the postpartum visit. Rationale for birth intervals of 18-24 months shall be presented.
- 2.1.10. Referral to a state-funded, Title X Family Planning Clinic or other reproductive health care provider shall be made as appropriate.

2.2. Specialized counseling

Nutritional Services

- 2.2.1. All clients shall receive a complete assessment of nutritional status at the first prenatal visit or shortly thereafter and a nutritional reassessment during the second and third trimesters. It is preferred that at a minimum, the initial nutritional assessment be completed by a nutritionist or registered dietician.

Tobacco Use Services

- 2.2.2. Tobacco use and exposure inquiry should be part of routine prenatal care and should be recorded in the medical record every trimester and during the postpartum visit. Patients should be strongly discouraged from tobacco use.



Exhibit A – Amendment #1

Alcohol and other Substances Use Services

- 2.2.3. An alcohol and substance use screening history using a formal, validated screening tool shall be obtained at the first prenatal visit and every trimester the patient is enrolled.
- 2.2.4. Alcohol and other substance use counseling or other substance abuse intervention, treatment, or recovery services by an appropriately credentialed provider shall be provided on-site, or by referral, to clients with identified needs for these services. For these identified clients, ongoing prenatal and post-partum services should include follow-up monitoring relative to substance abuse.

Behavioral Health Screening

- 2.2.5. A formal, validated Perinatal Depression Tool should be administered during the post-partum visit.
- 2.2.6. Behavioral health counseling and/or treatment by an appropriately credentialed provider shall be provided on-site, or by referral to an agency or provider with a sliding fee scale, to clients with identified needs for these services.

2.3. Influenza and Tdap vaccination

- 2.3.1. All women who will be pregnant during the influenza season should be vaccinated.
- 2.3.2. Pregnant women with medical conditions that increase their risk for complications from influenza should be offered vaccine before the influenza season.
- 2.3.3. Pregnant and post-partum women should receive Tdap vaccine according to the Advisory on Immunization Practices' (ACIP) most current recommendations.
- 2.3.4. Home visiting services for nursing, social services, and/or homemaking services, as needed, shall be provided directly or by referral.

Additional Requirements

- 2.3.5. The Contractor's Medical Director shall participate in the development and approval of specific guidelines for medical care that supplement minimal clinical standards. Supplemental guidelines should be reviewed, signed, and dated annually, and updated as indicated.
- 2.3.6. Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subject research. Contractors must inform the DPHS, MCHS prior to initiating any research related to this contract.

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- 2.3.7. Quality improvement (QI) consists of systematic and continuous actions that lead to measurable improvement in health care services and the health status of targeted patient groups. Quality Improvement (QI) involves systematic activities that are organized and implemented to monitor, assess, and improve the quality of health care.
- 2.3.8. Enabling services are non-clinical services that support the delivery of basic primary care and facilitate access to comprehensive patient care as well as social services.
- 2.3.9. The Contractor shall do one quality improvement project or facilitate enabling services according to the following:
- a) Develop and implement QI projects(s) which enhance clinical workflow/improve patient outcomes (e.g. alerts, guidelines, diagnostic support, patient registries, collaborative learning sessions, etc.).
 - b) Ensure QI projects lead to measurable improvements on any of the performance measures and indicators identified in this contract.
 - c) Coordinate QI activities utilizing defined improvement processes.
 - d) Include specific goals and objectives to be achieved in the project period.
 - e) Enabling services may include, but are not limited to, case management, benefit counseling or eligibility assistance, health education and supportive counseling, interpretation, outreach, transportation, and education of patients and the community regarding the availability and appropriate use of health services.
 - f) Prenatal care funds shall only be used if the QI or enabling services are not reimbursable by a commercial or public insurer.

3. Staffing Provisions

3.1. New Hires

- 3.1.1. The Contractor shall notify the DHHS, DPHS, Maternal and Child Health (MCHS) in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program.
- 3.1.2. Resumes of new staff shall be submitted to MCHS with the agency's application for funding.

3.2. Vacancies

- 3.2.1. The contractor must notify the MCHS in writing if any critical position is vacant for more than one month, or if at any time funded under this contract does not



Exhibit A – Amendment #1

have adequate staffing to perform all required services for more than one month. This may be done through a budget revision

3.3. Qualifications

- 3.3.1. All health and allied health professionals shall have the appropriate New Hampshire licenses.

3.4. Coordination of Services

- 3.4.1. The contractor shall coordinate, where possible, with other service providers within the contractor's community. At a minimum, such collaboration shall include interagency referrals and coordination of care.
- 3.4.2. The Contractor agrees to participate in the Public Health Region in which they provide services as appropriate. These activities enhance the integration of community-based public health prevention and health care initiatives that are being implemented by the contractor and may include community needs assessments, public health performance assessments, and/or the development of regional health improvement plans.
- 3.4.3. The contractor agrees to participate in and coordinate public health activities as requested by the Division of Public Health during any disease outbreak and/or emergency, natural or man-made, affecting the public's health.
- 3.4.4. The Contractor is responsible for case management of the client enrolled in the program and for program follow-up activities. Case management services shall promote effective and efficient organization and utilization of resources to assure access to necessary comprehensive medical, nutritional, and social services for clients.
- 3.4.5. The Contractor shall assure that appropriate, responsive, and timely referrals and linkages for other needed services are made, carried through, and documented. Such services shall include, but not be limited to: dental services, genetic counseling, high risk prenatal services, mental health, social services, including domestic violence crisis centers, substance abuse services; and family planning services, Early Supports and Services Program, local WIC/CSF Program, Home Visiting New Hampshire Programs and health and social service agencies which serve children and families in need of those services.

3.5. Meetings and Trainings

- 3.5.1. The contractor will be responsible for sending staff to New Hampshire meetings and training required by the MCHS program, including but not limited to the:
1. MCHS Agency Director's meetings
 2. MCHS Primary Care Coordinators' meetings held twice annually
 3. MCHS Agency Medical Services Directors' meetings

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4. Workplans

4.1. Performance Workplans

- 4.1.1. Performance Workplans and Workplan Outcome reports will be developed and submitted according to the schedule and instructions that will be provide to the Contractor by the MCHS upon the effective date of the Contract.
- 4.1.2. If facilitating quality improvement with funds, a workplan which demonstrates improved clinical workflow/patient outcomes is required. A quality improvement report will be developed and submitted, according to the MCHS schedule and instructions.
- 4.1.3. If facilitating enabling services with funds, a workplan that includes at least one performance measure for each type of service provided must be developed and submitted according to the MCHS schedule and instructions.
- 4.1.4. The MCHS shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.

4.2. Data Reporting

- 4.2.1. The Perinatal Client Data Set (PCDF) shall be submitted electronically according to the instructions set forth by the MCHS.
- 4.2.2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
- 4.2.3. Completed Uniform Data Set (UDS) tables reflecting program performance in the previous calendar year, by March 31 of each year.
- 4.2.4. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 4.2.5. A copy of the agency's updated Sliding Fee Scale including the amount(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The agency's sliding fee scale must be updated annually based on the US DHHS Poverty guidelines as published in the Federal Register.
- 4.2.6. An annual summary of program-specific patient satisfaction results obtained during the prior contract period and the method by which the results were obtained shall be submitted annually as an addendum to the Workplan Outcome/Progress reports.
- 4.2.7. Data Trend Tables (DTT) shall be submitted twice yearly according to MCHS' schedule.



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4.3. On-site Reviews

- 4.3.1. The contractor shall allow a team or person authorized by the Maternal and Child Health Section to periodically review the contractor's systems of governance, administration, data collection and submission, clinical, and financial management, and delivery of education services in order to assure systems are adequate to provide the contracted services.
- 4.3.2. Reviews shall include medical records reviews to measure compliance with this exhibit.
- 4.3.3. The contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

5. Performance Measures

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

5.1.1. Maternal Depression Screening: Percent of pregnant women screened for clinical depression at the postpartum visit using a formal validated tool and follow-up plan documented.

- Numerator: Number of women in the denominator who were screened for clinical depression using a formal validated tool during their postpartum visit.
- Demoninator: All women who delivered a live birth in a state fiscal year.

5.1.2. Tobacco Screening: Percent of women who smoke during pregnancy and who received cessation counseling intervention, if identified as a tobacco user.

- Numerator: Number of women in the denominator who report smoking during pregnancy.
- Demoninator: All women who delivered a live birth in a state fiscal year.

AND

- Numerator: Women in the denominator who report smoking during pregnancy and who received cessation counseling.
- Demoninator: All women who delivered a live birth in a state fiscal year and who reported smoking during pregnancy.



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- 5.1.3. Drug and Alcohol Screening: Percent of pregnant women screened, using a formal valid screening tool, for alcohol and other drug use during every trimester they are enrolled in the prenatal program.
- Numerator: Number of women in the denominator who were screened for substance and alcohol use, using a formal validated tool during each trimester that they were enrolled in the prenatal program.
 - Demoninator: Number of women enrolled in the agency prenatal program and who had a live birth in a state fiscal year.
- 5.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.



Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:
 - a. \$50,000 = 48% federal funds from the Maternal and Child Health Block Grant, US Department of Health and Human Services , CFDA #93.994, Federal Award Identification Number (FAIN), B04MC28113, and 52% general funds in SFY 2016.
 - b. \$50,000 = 48% federal funds from the Maternal and Child Health Block Grant, US Department of Health and Human Services , CFDA #93.994, Federal Award Identification Number (FAIN), B04MC28113, and 52% general funds in SFY 2017.

\$100,000 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 Exhibit B-1 Amendment #1 budgets for SFY 2016, and SFY 2017. 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 (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.

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Exhibit B Amendment #1

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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 #1 Budget Form

New Hampshire Department of Health and Human Services

Community Action Program Belknap-Merrimack

Bidder/Contractor Name: Counties, Inc.

Budget Request for: Prenatal Services

(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 50,000.00	\$ -	\$ 50,000.00	
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	\$ 50,000.00	\$ -	\$ 50,000.00	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: AG

Date: 3/12/15

Exhibit B-1 Amendment #1 Budget Form

New Hampshire Department of Health and Human Services

Community Action Program Belknap-Merrimack

Bidder/Contractor Name: Counties, Inc.

Budget Request for: Prenatal Services

(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 50,000.00	\$ -	\$ 50,000.00	
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	\$ 50,000.00	\$ -	\$ 50,000.00	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: R-9

Date: 3/17/15



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 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;

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- 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.

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



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

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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.

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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.



**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

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

8/17/15

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

3/17/2015
Date


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 

Date 3/17/15

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 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 cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

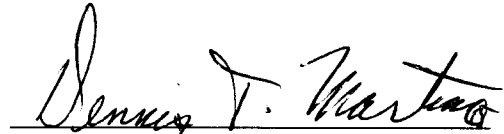
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar 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 17th day of March, 2015.


Secretary-Clerk

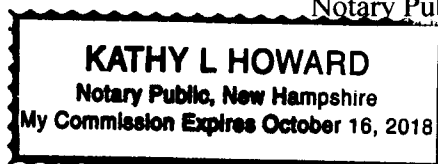
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 17th day of March, 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.

3/17/2015

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 LTR	ADD'L 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 AUTO ONLY: EA ACC \$
						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 OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N (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



Community Action Program Belknap-Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

(Approved by Agency Board of Directors on 02/24/05
as part of the Agency Bylaws.)

STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

CAPBMCI Statement of Purpose

REVENUE	CONTRIBUTION	EXPENSES	ACTIVITY	GRANTS	NET REVENUE
REVENUE Senior Center 875,712 Prospect View Housing 875,215 EXPENSES Senior Center 287,995 Housing Ten Housing 217,831 NET REVENUE Senior Center 418,218	CONTRIBUTION King Center 255,440 Head Start 228,441 Early Head Start 224,482 Concord Area - Meadow Green 225,950 Concord Area Trust 225,984 Haverhill Road Place 226,884 WILKINSON Concord Area Trust 225,250 Middlebury 225,250 EPS, INC Meadow Brook Housing 226,824	EXPENSES Area Center 531,544 Head Start 529,281 Early Head Start 528,215 Senior Center 528,453 Riverside Housing 524,537 HEARNSBORO VALLEY Area Center 451,227 Head Start 451,227 North Ridge Housing 451,224	ACTIVITY Area Center 524,552 Head Start 529,534 Early Head Start 529,534 Senior Center 528,789 Family Planning 524,545 Pregnancy 524,545 Wintersetwood Transit 528,244 Workplace Solutions 524,487	GRANTS Family Planning 528,782 Pregnancy 528,782 NET REVENUE Village at Newbury Farms Housing 480,840	NET REVENUE Area Center 441,024 Senior Center 441,024 NET REVENUE Senior Center 527,824 Senior Center 527,824

Financial Statements

**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>2014</u>	<u>2013</u>
<u>ASSETS</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> </u>	<u> </u>	<u> </u>	<u> </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>	<u> </u>	<u> </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> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>25,812,833</u>	<u> </u>	<u>25,812,833</u>	<u>27,133,902</u>
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	<u>(157,176)</u>	<u>(434,518)</u>
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	<u>1,700</u>	<u>7,250</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(224,522)</u>	<u>(140,247)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	<u>(127,536)</u>	<u>(119,869)</u>
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 Belknep – 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 Belknep – 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 Belknep-Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program of Belknep-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 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:

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

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	93.045,93.667 (deferred amount is not federal)	4,303
170	Volunteer Driver Program		11,500
195	Electric Assistance Program		48,936
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		9,565
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		51,396
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		60,807
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.

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

	<u>Revenues</u>	<u>Expenditures</u>
Tomado Relief Fund (018)	\$ 19,161	\$ -
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
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
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	-	671,429	671,429
	<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	241,407	488,529	729,936
	<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 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	87,256	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 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 LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
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			
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>

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

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

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, 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.

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, McDannell & Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

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

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Through New Hampshire Housing Finance Authority

Statewide Lead Abatement Program 14.900 1,493,227

Through State of New Hampshire

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

1,745,707

US DEPARTMENT OF ENERGY

Through State of New Hampshire

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

162,402

US DEPARTMENT OF LABOR

Through State of New Hampshire

Senior Community Service Employment 17.235 610063 410,669

Through Southern New Hampshire Services

WIA-Adult Program 17.258 N/A 91,000
WIA-Dislocated Worker Program 17.260 N/A 120,044

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 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	93.558	610237	37,176
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)	93.889		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	24,226
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	93.667	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	93.048		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	1,651,554
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	377,999
<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>

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

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.

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.

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

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

BOARD OF DIRECTORS

Sara A. Lewko, *President*

Susan Koerber

Vacant - *Vice President*

Bill Johnson

Dennis Martino, *Secretary-Clerk*

Andrea MacEachern

Kathy Goode, *Treasurer*

David Siff

Heather Brown

Hope Cassin

Nicolette Clark

Victoria Jones

Theresa M. Cromwell

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.

EDUCATION

- 1977 Massachusetts College of Liberal Arts
North Adams, MA
Bachelor of Arts Degree Majors: History and Sociology

PROFESSIONAL ASSOCIATIONS**Board of Directors and Committees**

- National WIC Association – Board of Directors – 2013 to present
NWA - Northeast Region Local Agency Section Chair – NH Representative 2010-present
- National Commodity Supplemental Food Program Association
President 2011
Vice President 2010
Marketing Committee- Chair 2012-2014
Board of Directors 1999-2000
- New Hampshire WIC Directors Association - 1992-Present
Chairperson 2010-present
Secretary 2000-2008
- Health First Family Care Center - Board of Directors January 2009-present
- Lakes Region Partnership for Public Health - Board of Directors 2005-2014
- Winnepesaukee Public Health Council – Executive Committee -2014 to present
- Central New Hampshire Health Care Partnership - Founding member 2008-present
- HEAL - Practice Committee - 2009-2012
Lakes Region HEAL - 2009-present
CCNTR HEAL - 2009-2012
- Bi-State Primary Care Association - *Government Relations Committee 2004-present*
- Whole Village Family Resource Center - *Board of Directors 1995-2000*
Chair Personnel Committee 1996-2000
- Capital Area Wellness Coalition – 2010-present
Chair - Healthy Foods Subcommittee

Government

- Legislative Task Force on Perinatal Substance Abuse – 1993-2002
- Legislative Study Committee on Premature Births – 1991
- Attorney General's Task Force on Child Abuse and Neglect – 1990-1993

Memberships

- National WIC Association – 1994-Present
- New Hampshire Public Health Association – 1993-Present
- American Public Health Association – 1986-Present
- National Family Planning and Reproductive Health Association – 1986-Present

COMMUNITY & VOLUNTEER

- Bow School District Wellness Committee - 2004-present
- Bow POPS (Parents of Performing Arts Students) 2005-2010 – Vice President 2009-2010
- Boys Indoor Soccer Team - Coach – 2008-2010

JANICE M. ROWLEY

EDUCATION

- 10/85-1/86 Nurse Practitioner Program of University of Pennsylvania School of Nursing, Planned Parenthood Federation of America and Family Planning Council of S.E. Pennsylvania Certificate Program
- 9/8/86 Certification-NAACOG Obstetric-Gynecologic Nurse Practitioner
- 1963-1966 Holy Cross School of Nursing
South Bend, Indiana — Diploma Program
- 1959-1963 St. Francis deSales High School
Chicago, Illinois — Diploma

EMPLOYMENT

- Family Planning Program, Community Action Program
Belknap-Merrimack Counties, Inc., Laconia, New Hampshire
- 1989-Present Clinical Coordinator — Responsible for all aspects of medical services, including provision of medical services, supervision of medical staff, program compliance and quality assurance. Oversees coordination of medical with other program components. Oversees operation of HIV and STD services.
- 1986-1989 Nurse Practitioner — Provide medical services under clinical guidelines.
- 1984-1985 Program Nurse
- 1981-1986 Lakes Region General Hospital, Laconia, New Hampshire
Staff Nurse-Emergency Room
- Laconia Clinic, Laconia, New Hampshire
- 1973-1981 Supervisor of OB-GYN Department
- 1971-1972 Westminster School, Simsbury, Connecticut School Nurse
- 1970-1971 St. Vincent's Hospital, Bridgeport, Connecticut Staff Nurse-Med/Surg Floor
- 1969-1970 V.A. Hospital, San Francisco, California Staff Nurse-Med/Surg Floor
- 1969-1971 Camp Pinehurse, Raymond, Maine Camp Nurse
- 1968-1969 Munster Clinic, Highland, Indiana Assistant to G.P. — Allergist
- 1966-1967 St. Joseph's Hospital, South Bend, Indiana Charge Nurse-Med/Surg Floor

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

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

Name of Program: Prenatal Services

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. Whuk	Director, Community Health and Nutrition Services	\$66,866	4.00%	\$2,674.62
Jan Rowley	Clinical Coordinator	\$40,997	37.50%	\$15,373.88
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$18,048.50

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. Whuk	Director, Community Health and Nutrition Services	\$66,866	4.00%	\$2,674.62
Jan Rowley	Clinical Coordinator	\$40,997	37.50%	\$15,373.88
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$18,048.50

46

AP
bc



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
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



March 28, 2013

G&C Approval Date: 05-15-13

G&C Item #: 46

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 and Community Services, Maternal and Child Health Section, to enter into an agreement with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003), PO Box 1016, 2 Industrial Drive, Concord, New Hampshire 03302-1016, in an amount not to exceed \$100,000.00, to provide prenatal services, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015. Funds are anticipated to be available in the following account 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.

48% FED 52% GEN

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90080001	\$50,000
SFY 2015	102-500731	Contracts for Prog Svc	90080001	\$50,000
			Total	\$100,000

EXPLANATION

Funds from this contract will be used to provide comprehensive, clinical prenatal services to low-income pregnant women in Belknap County. This county was identified because it is an area with limited, existing prenatal services for low-income women. Prenatal care addresses the medical, nutritional, psychosocial and educational needs of the pregnant woman in order to optimize the birth outcome and mother's health status.

Although New Hampshire has continued to see improvement in birth outcomes, there are still disparities among prenatal populations, particularly amongst low-income women. This funding seeks to rectify those disparities.

In 2012, the Community Action Program Belknap-Merrimack Counties, Inc. had:

- 83% of infants were born to women who received prenatal care in the first trimester of pregnancy;
- 100% of pregnant women were asked about tobacco use and 95% of the tobacco users received "Assist and Refer" provider intervention.
- 100% of pregnant women were screened, using a formal valid screening tool, for substance and alcohol use during every trimester they were enrolled.

Should Governor and Executive Council not authorize this Request, approximately 200, low-income, at risk pregnant women in Belknap County will not receive prenatal services, and this may lead to an increase in infant and/or maternal mortality.

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' web site from January 23, 2013 through February 21, 2013. In addition, the current grantee was sent an email on January 23, 2013.

One agency responded to the request for proposals. Three professionals, all from within the Department of Health and Human Services, met and reviewed the proposal. All three reviewers have at least twelve years experience managing agreements with vendors for various public health programs and all have expertise in maternal and child health. Reviewers evaluated proposals consistent with the evaluation criteria specified in the Request for Proposals. The submitted proposal scored an average of 85 out of 100 points. 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 years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$100,000. This represents level funding.

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

- 85% of pregnant women who are enrolled in the agency's prenatal program will begin prenatal care during the first trimester of pregnancy.
- 100% of pregnant women will be screened for tobacco use. Identified cigarette smokers will receive counseling using the 2A's (ask, assist) and Refer, and will be encouraged to participate in QuitWorks-New Hampshire smoking cessation program.
- 73% of pregnant women will be screened, using a formal valid screening tool, for alcohol and other substance use during every trimester they are enrolled in the prenatal program.

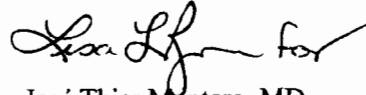
Area served: Belknap County.

Source of Funds: 48% Federal Funds from the United States Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau and 52% General Funds.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 28, 2013
Page 3

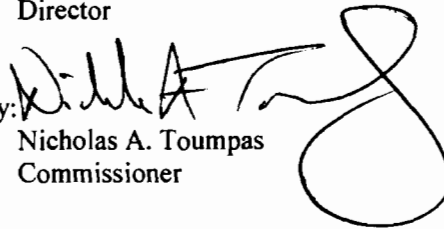
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/JF/PMT/sc

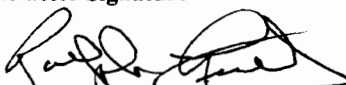

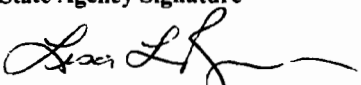
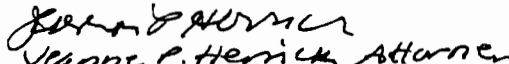
Subject: Prenatal Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive PO Box 1016 Concord, New Hampshire 03302-1016	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-95-90-902010-5190-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>3/15/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace ELAINE N. ROUNDY, Notary Public My Commission Expires August 24, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>11 Apr. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OPERATIONS AND MAINTENANCE OF SERVICES OF THE NH WOMEN, INFANTS,
AND CHILDREN MANAGEMENT INFORMATION SYSTEM
CONTRACT NUMBER 2014-017
AGREEMENT – PART 3**

**EXHIBIT N
VENDOR PROPOSAL BY REFERENCE**

CQuest America, Inc. Proposal to the Multi-State WIC Consortium (MSC) along with the following attachments, appendix, and Best and Final documents are incorporated herein by reference:

- Proposal Appendix A – Operations Reports
- Proposal Appendix B – Test Cases
- Proposal Appendix C – Acceptance Plans
- Proposal Appendix D – Draft MSC Service Level Agreement
- Proposal Attachment E – Proposal Response Requirements
- Proposal Attachment C – CQuest’s BAFO Cost Proposal dated April 24, 2014

NH Department of Health and Human Services

Exhibit A

Scope of Services

Prenatal Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Community Action Program Belknap-Merrimack Counties, Inc.

ADDRESS: 2 Industrial Park Drive, PO Box 1016
Concord, New Hampshire 03302-1016

Director: Susan Wnuk

TELEPHONE: 603-225-3295

The Contractor shall:

I. General Provisions

A) Eligibility, Income Determination and Payment

1. Eligibility - Prenatal Program services will be provided to *low-income* pregnant and postpartum women (defined as $\leq 185\%$ of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines in the State of New Hampshire.
2. The Contractor shall document, for each client enrolled in the program, family income and family size, and calculate percentage of the federal poverty level. If calculations indicate that the client may be eligible for enrollment in Medicaid, the Contractor shall complete with the client the most recent version of the 800P form.
3. *The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule, approved in advance by the Division of Public Health Services (DPHS), for low-income patients. Signage must state that no client will be denied services for inability to pay.*
 - a. *As an alternative, the contractor may post in a public and conspicuous location, a notice to clients that a sliding scale fee is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register, submitted to and approved by DPHS prior to implementation.*
4. Billing – This contract shall serve as the payer of last resort. The Contractor shall *make every effort* to bill all other payers including private *and commercial* insurances and Medicaid for all reimbursable services rendered.

B) Numbers Served - Not applicable.

C) Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. Provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3 (b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

D) State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, *adopted 6/3/08*.
2. Persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults, RSA 631:6, Assault and Related Offences.
3. Immunizations shall be conducted in accordance with RSA 141-C and the Immunization Rules promulgated hereunder.

E) Relevant Policies and Guidelines

1. The Contractor shall provide medical care, social services, nutrition services, and nursing care to women during pregnancy and the intrapartum and postpartum periods.
2. Prenatal funds shall be targeted to populations in need, defined as follows:
 - a) uninsured;
 - b) under-insured;

- c) family/individual with significant psychosocial and economic risk, including low-income status.
- 3. The Contractor shall assure continuity of care: from entry into care through delivery; for inter-conception/family planning care; and for preventive child health care for the infant. If an agency must terminate services to a pregnant client, referral to another health care provider shall be made.
- 4. The Contractor is responsible for case management of the women enrolled in the program and for program follow-up activities. Case management services shall promote effective and efficient organization and utilization of resources to assure access to necessary comprehensive medical, nutritional, and social services for pregnant women and their families.
- 5. The Contractor shall assure that referrals and linkages for other needed services are made, carried through, and documented. Such services shall include, but not be limited to: dental services; genetic counseling; WIC Program; high risk prenatal services; mental health; social services, including domestic violence crisis centers; substance abuse services; and family planning services.
- 6. The Contractor shall demonstrate activities toward maintaining or increasing prenatal clinic enrollment by clients during the first trimester of pregnancy.
- 7. *The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services, and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance Review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Accreditation Association for Ambulatory Healthcare (AAAHC), Community Health Accreditation Program (CHAP), or the Centers for Medicare and Medicaid Services (CMS) Rural Health Clinic Survey.*
- 8. *The Contractor shall have an agency emergency preparedness and response plan in accordance with HRSA Health Center Emergency Management Program Expectations, Document #2007-15 or most recent version. Such plan shall also include a Continuity of Operations plan.*
- 9. *The Contractor shall carry out the work as described in the performance Workplan submitted with the proposal and approved by the Maternal and Child Health Section.*

F) Publications Funded Under Contract

- 1. *The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.*
- 2. All documents (written, video, audio, *electronic*) produced, *reproduced*, or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C (14).

G) Subcontractors

1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section must be notified in writing and *approve the subcontractual agreement*, prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

II. Minimal Standards for Medical Care

A) Service Requirements

1. The Contractor shall provide preconception and perinatal medical and nursing care, social services, nutrition services, and education to all women of childbearing age.
2. Preconception care includes the identification of conditions that could affect a future pregnancy or fetus. During preconception care providers encourage women of childbearing age to develop a reproductive health plan to help conscientiously assess the desire for a child or children or desire not to have children.
 - a. The plan also should address the optimal number, timing, and spacing of children; determine the steps needed to prevent or plan for and optimize a pregnancy; and evaluate current health status and other issues relevant to the health of a pregnancy.
3. Prenatal care includes early diagnosis of pregnancy and focus on maintaining or achieving the optimal health of the mother, lowering the risk of adverse pregnancy outcomes, and the establishment of a management plan.
 - a. This plan should include medical, nutritional, psychosocial, and educational needs of the mother and her family, and it should be reevaluated and revised in accordance with the progress of the pregnancy.
4. *Referral to the WIC Nutrition Program for all eligible pregnant women.*
 - a. *Pregnant women enrolled in the WIC Nutrition Program shall be referred to WIC for breastfeeding education and referral to the WIC Nutrition Program peer counselors.*
5. All pregnant women should have access in their community to readily available and regularly scheduled obstetric care, beginning in early pregnancy and continuing through the postpartum period. Pregnant women also should have access to unscheduled or emergency visits on a 24-hour basis.

6. Prenatal medical care shall, at minimum, be provided in accordance with the Guidelines for Perinatal Care, seventh or most current edition, the American Academy of Pediatrics, the American College of Obstetricians and Gynecologists, and /or the Centers for Disease Control.
7. In the event prenatal care is not provided directly by the Contractor a formal Memorandum/a of Agreement for coordinated referral to an appropriately qualified provider must be maintained.
8. Age appropriate reproductive health care shall, at a minimum, be provided in accordance with the American College of Obstetricians and Gynecologists, or the Centers for Disease Control and Prevention (CDC) current guidelines.
9. Family planning counseling for prevention of subsequent pregnancy following the infant's birth shall be discussed with the infant's mother at the postpartum visit. Rationale for birth intervals of 18-24 months shall be presented.
10. Referral to a state-funded, Title X Family Planning Clinic or other reproductive health care provider shall be made as appropriate.

B) Genetic Screening

1. A genetic screening history shall be obtained on all clients as soon after entry into care as possible.
2. All pregnant women should be offered voluntary genetic screening for fetal chromosomal abnormalities *at the appropriate time* following recommendations found in the American College of Obstetricians and Gynecologists' "Screening for Fetal Chromosomal Abnormalities (2007)" or more recent supplements. The Contractor shall be responsible for ensuring referral to appropriate genetic testing and counseling for any woman found to have a positive screening test.

C) Prenatal visits schedule and content

1. The provider should comply, at a minimum, with the standard of care and recommended intervals for tests that have been described by the ACOG and found in the *Guidelines for Perinatal Care, seventh* or the most current edition *including early entry to prenatal care*.
2. *A complete obstetric database should be compiled beginning at the first prenatal visit and should contain information and indicated tests results as recommended by the ACOG and the AAP.*

D) Health Education

1. Health education shall be provided to clients on a one-to-one or group basis, and shall include the following topics: scope of care that will be provided, physical, social, and emotional aspects of pregnancy; fetal development; exercise, rest, and hygiene; substance use/abuse, including tobacco and alcohol use; sexuality; STD/HIV prevention; nutrition; labor and delivery; infant care and feeding; breastfeeding; physical, social, and emotional aspects of the postpartum period; contraception; parenting skills; danger signs of pregnancy to report; pre-term labor detection and prevention.

E) Specialized counseling

Nutritional Services

1. All clients shall receive a complete assessment of nutritional status at the first prenatal visit *or shortly thereafter* and a *nutritional reassessment* during the second and third trimesters. *It is preferred that at a minimum, the initial nutritional assessment be completed by a nutritionist or registered dietician.*
2. Updated records regarding nutritional status should be recorded in the client's medical record.
3. Each client will receive information on infant feeding and encouragement to breastfeed. Counseling will include instruction on breastfeeding or formula preparation, according to the individual client's needs and preferences.

Tobacco Use Services

1. Tobacco use and exposure inquiry should be part of routine prenatal care and should be recorded in the medical record *every trimester and during the post-partum visit*. Patients should be strongly discouraged from tobacco use.
2. *All clients, including pregnant women, identified as smokers shall receive counseling using the 5A's (ask, advise, assess, assist, and arrange) treatment available through the NH Tobacco Helpline as cited in the US Public Health Services report "Tobacco Use and Dependence", 2008 or "Smoking Cessation During Pregnancy: A Clinician's Guide to Helping Pregnant Women Quit Smoking", American College of Obstetrics and Gynecologists, 2011. With prior approval, agencies may also opt to participate in the DPHS best practice initiative of the 2A's and R (ask, advise, and refer).*
3. *Make Quitwork-New Hampshire referrals for all perinatal and post-partum patients willing to participate.*

Alcohol and other Substances Use Services

1. An alcohol and substance use screening history using a formal, validated screening tool shall be obtained at the first prenatal visit and every trimester the patient is enrolled. Pregnant women should be informed that prenatal alcohol & *substance use* are preventable causes of birth defects including unexpected preterm births or stillbirths, mental retardation and neurodevelopmental deficits.
2. Alcohol and other substance use counseling or other substance abuse intervention, treatment, or recovery services by an appropriately credentialed provider shall be provided on-site, or by referral, to clients with identified needs for these services. For these identified clients, ongoing prenatal and post-partum services should include follow-up monitoring relative to substance abuse.

HIV Testing & Counseling

1. All pregnant women shall be offered HIV testing as part of the standard battery of prenatal tests following the most current recommendations of the US Centers for Disease Control and Prevention.
2. In the event of a refusal of testing, the refusal should be documented and another offer of HIV testing should be made in the third trimester to women from high HIV prevalence areas, high-risk women, and those who declined testing earlier in pregnancy.

3. Women found to be HIV positive should be counseled about health consequences of HIV infection, risks of infection to the baby and the benefit of early interventions for HIV. HIV positive pregnant women also should undergo further testing, treatment and follow-up as appropriate.

Behavioral Health Screening

1. *A formal, validated Perinatal Depression Tool should be administered during the post-partum visit.*
2. *Behavioral health counseling and/or treatment by an appropriately credentialed provider shall be provided on-site, or by referral to an agency or provider with a sliding fee scale, to clients with identified needs for these services.*

Domestic Violence

1. All pregnant women should be asked about domestic violence and it should be documented in the medical records.
2. Pregnant women found to be in abusive relationships should be referred to appropriate counseling, legal and social services.

Influenza and Tdap vaccination

1. All women who will be pregnant during the influenza season should be vaccinated.
2. Pregnant women with medical conditions that increase their risk for complications from influenza should be offered vaccine before the influenza season.
3. *Pregnant and post-partum women should receive Tdap vaccine according to the Advisory on Immunization Practices' (ACIP) most current recommendations.*

Social Services

All clients shall receive a family-centered, psychosocial assessment as soon after entry into care as possible. The social worker, after consultation with the prenatal team, shall develop an individualized plan for social work intervention based on the assessment, and provide services throughout the prenatal and postpartum periods.

Home Visiting

Home visiting services for nursing, social services, and/or homemaking services, as needed, shall be provided directly or by referral.

Additional Requirements

1. *The Contractor's Medical Director shall participate in the development and approval of specific guidelines for medical care that supplement minimal clinical standards. Supplemental guidelines should be reviewed, signed, and dated annually, and updated as indicated.*
2. *Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subject research. Contractors must inform the DPHS, MCHS prior to initiating any research related to this contract.*

3. *The Contractor shall provide information to all employees annually about the Medical Reserve Corps Unit within their Public Health Region to enhance recruitment.*
4. *The Contractor shall provide information to all employees annually regarding the Emergency System for the Advance Registration of Volunteer Health Professionals (ESAR-VHP) managed by the NH Department of Health and Human Services' Emergency Services Unit, to enhance recruitment.*

F) Staffing Provisions

1. New Hires

- a. *The Contractor shall notify Maternal and Child Health (MCHS) in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program.*
- b. *Resumes of new staff shall be submitted to MCHS with the agency's application for funding.*

2. Vacancies

- a. *The contractor must notify the MCHS in writing if any critical position is vacant for more than one month, of if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision*
- b. *Before an agency hires new program personnel that do not meet the required staff qualifications, the agency shall notify the MCHS in writing requesting a waiver of the applicable staffing requirements. The Section may grant waiver based on the need of the program, individuals' experience, and additional training.*

3. Qualifications

All health and allied health professionals shall have the appropriate New Hampshire licenses whether directly employed, contracted, or subcontracted.

In addition, the following minimum qualifications shall be met for:

a) Program Coordinators shall be:

- i. *A certified nurse midwife, registered nurse (RN), physician, physician assistant, or nurse practitioner with a license to practice in New Hampshire*
- ii. *The coordinator is a clinical position that oversees and takes responsibility for the clinical and administrative functions of the program. The clinical coordinator will be the designated liaison for all programmatic correspondence between MCHS and the agency for matters including but not limited to: programmatic announcements, clinical updates, reporting changes, errors and requests.*

b) Registered Nurse

- i. *A Bachelor's degree and a minimum of one year in a community health setting are preferred.*

c) Nutritionists shall have:

- i. A Bachelors degree in nutritional sciences or dietetics, or a Masters degree in nutritional sciences, nutrition education, or public health nutrition or current Registered Dietician status in accordance with the Commission on Dietetic Registration of the American Dietetic Association.
- ii. Individuals who perform functions similar to a nutritionist but do not meet the above qualifications shall not use the title of nutritionist.

d) Social Workers shall have:

- i. A Bachelor's or Master's degree in social work or Bachelor's or Master's degree in a related social science or human behavior field. A minimum of one year of experience in a community health or social services setting is preferred.
- ii. Individuals who perform functions similar to a social worker but do not meet the above qualifications shall not use the title of social worker.

e) Health Educators shall have:

- i. A Bachelor's or Master's degree in health promotion, health education, education, health services administration, or public health;
- ii. Or, currently hold Certified Health Education Specialist (C.H.E.S.) credentials;
- iii. Or, have at a minimum two years of experience in the field of community health education.

G) Coordination of Services

1. The contractor shall coordinate, where possible, with other service providers within the contractor's community. At a minimum, such collaboration shall include interagency referrals and coordination of care.
2. The Contractor agrees to *participate in the Public Health Region in which they provide services as appropriate. These activities enhance the integration of community-based public health prevention and health care initiatives that are being implemented by the contractor and may include community needs assessments, public health performance assessments, and/or the development of regional health improvement plans.*
3. *The contractor agrees to participate in and coordinate public health activities as requested by the Division of Public Health during any disease outbreak and/or emergency, natural or man-made, affecting the public's health.*
4. *The Contractor is responsible for case management of the client enrolled in the program and for program follow-up activities. Case management services shall promote effective and efficient organization and utilization of resources to assure access to necessary comprehensive medical, nutritional, and social services for clients.*
5. The Contractor shall assure that *appropriate, responsive, and timely* referrals and linkages for other needed services are made, carried through, and documented. Such services shall include, but not be limited to: dental services, genetic counseling, high risk prenatal services, mental health, social services, including domestic violence crisis centers, substance abuse services; and family planning services, Early Supports and Services Program, local WIC/CSF Program, Home

Visiting New Hampshire Programs and health and social service agencies which serve children and families in need of those services.

H) Meetings and Trainings

The contractor will be responsible for sending staff to meetings and training required by the MCHS program, including but not limited to:

1. MCHS Agency Director's meetings
2. Prenatal Coordinators' meetings
3. MCHS Agency Medical Services Directors' meetings

III. Quality Improvement (QI)

The Contractor shall comply with subsequent modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the contractor with reasonable advance notice of such changes.

All quality improvement requirements will need to be met for each fiscal year that this contract is funded.

A) Workplans

1. Performance Workplans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The workplans are a key component of the RHPCS and the MCHS performance-based contracting system and of this contract.
2. Submit Performance Workplans and Workplan Outcome reports according to the schedule and instructions provided by the MCHS. The MCHS shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS into the agency's *Performance Workplan*. Reports on Workplan Progress/Outcomes shall detail the *Performance Workplan* and activities that monitor and evaluate the agency's progress toward performance measure targets.
4. The Contractor shall comply with modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the contractor with reasonable notice of such changes.

B) Data Reporting

1. The *Perinatal Client Data Set (PCDF)* shall be submitted electronically according to the instructions set forth by the MCHS.
2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.

3. *Completed Uniform Data Set (UDS) tables reflecting program performance in the previous calendar year, by March 31 of each year.*
4. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
5. A copy of the agency's updated Sliding Fee Scale including the amount(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The agency's sliding fee scale must be updated annually based on the US DHHS Poverty guidelines as published in the Federal Register.
6. An annual summary of *program-specific* patient satisfaction results obtained during the prior contract period and the method by which the results were obtained shall be submitted annually as an addendum to the Workplan Outcome/Progress reports.

C) On-site Reviews

1. The contractor shall allow a team or person authorized by the Maternal and Child Health Section to periodically review the contractor's systems of governance, administration, *data collection and submission*, clinical, and financial management, *and delivery of education services* in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include medical records reviews to measure compliance with this exhibit.
3. The contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. On-Site Reviews may be waived *or abbreviated* at the discretion of the MCHS upon submission of satisfactory accreditation reports of *reviews such as* Health Services Resources Administration (HRSA); Office of Performance Review (OPR), *or reviews from nationally accreditation organizations such as* the Joint Commission on Accreditation of Health Care Organizations (JAHCO), Accreditation Association for Ambulatory Healthcare (AAAHHC), or Community Health Accreditation Program (CHAP). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this exhibit, and actions to strengthen performance as outlined in the agency performance Workplan.

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Prenatal Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Community Action Program Belknap-Merrimack Counties, Inc.

ADDRESS: 2 Industrial Park Drive, PO Box 1016
Concord, New Hampshire 03302-1016

Director: Susan Wnuk

TELEPHONE: 603-225-3295

Vendor #177203-B003

Job #90080001

Appropriation #05-95-90-902010-5190-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$100,000 for prenatal services, funded from 48% federal funds from the US Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau (CDFA #93.994) and 52% general funds.

TOTAL: \$100,000

2. 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 budgets. 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.
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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from 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 (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 performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State.

Contractor Initials:

RS

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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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Contractor Initials: AA
Date: 3/15/13

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.*

- X (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 years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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18. 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.

19. 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.

Contractor Initials: *R G*
Date: *3/15/13*

SPECIAL PROVISIONS – 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.

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: Whenever 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 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.

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

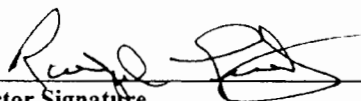
NH Department of Health and Human Services

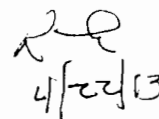
Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	Ralph Littlefield, Executive Director
Contractor Signature	Contractor's Representative Title
Community Action Program Belknap-Merrimack Counties, Inc.	4/22/13
Contractor Name	Date


RL
4/22/13