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Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
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April 29, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to exercise a renewal option to existing agreements identified in the table below to continue to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the aggregate price limitations by \$5,831,478 from \$6,023,175 to \$11,854,653, and extending the contract completion dates from June 30, 2019 to June 30, 2021, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget	G&C Approval Date
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,601,430	\$1,540,472	\$3,141,902	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$1,006,678	\$964,988	\$1,971,666	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$2,668,360	\$5,412,828	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14)
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$670,599	\$657,658	\$1,328,257	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Total:			\$6,023,175	\$5,831,478	\$11,854,653	

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2020 and in State Fiscal Year 2021, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to continue providing supplemental nutritious foods and public health nutrition and breastfeeding services to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This request, if approved, will exercise two (2) of the four (4) available years of renewal.

The WIC program supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC program through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

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

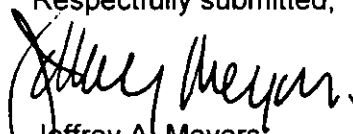
- Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives healthy nutrition education that could improve health outcomes, and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC
SUPPLEMENTAL NUTRITION PROGRAM**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			Sub-Total	\$795,465	\$0	\$795,465

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			Sub-Total	\$789,965	\$0	\$789,965

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$47,273	\$47,273

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

			Sub-Total	\$0	\$769,236	\$769,236
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Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$49,273	\$49,273
			Sub-Total	\$0	\$771,236	\$771,236

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			Sub-Total	\$498,814	\$0	\$498,814

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			Sub-Total	\$498,164	\$0	\$498,164

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$29,179	\$29,179
			Sub-Total	\$0	\$481,494	\$481,494

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$31,179	\$31,179
			Sub-Total	\$0	\$483,494	\$483,494

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			Sub-Total	\$1,369,034	\$0	\$1,369,034

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			Sub-Total	\$1,345,034	\$0	\$1,345,034

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$58,929	\$58,929
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			Sub-Total	\$0	\$1,333,180	\$1,333,180

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$60,929	\$60,929
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			Sub-Total	\$0	\$1,335,180	\$1,335,180

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			Sub-Total	\$327,772	\$0	\$327,772

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			Sub-Total	\$331,849	\$0	\$331,849

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$23,966	\$23,966
			Sub-Total	\$0	\$320,079	\$320,079

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$23,466	\$23,466
			Sub-Total	\$0	\$319,579	\$319,579

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

		Funding Source	Sub-Total	\$5,956,097	\$5,813,478	\$11,769,575
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**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC
SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			Sub-Total	\$16,000	\$0	\$16,000

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	9,700
			Sub-Total	\$9,700	\$0	\$9,700

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			Sub-Total	\$30,400	\$0	\$30,400

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			Sub-Total	\$6,978	\$0	\$6,978
		Funding Source Total		\$63,078	\$0	\$63,078

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC
SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Svc	90003396	\$0	\$18,000	\$18,000
2021	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
			Sub-Total	\$4,000	\$18,000	\$22,000
		Funding Source Total		\$4,000	\$18,000	\$22,000
		FINAL CONTRACT TOTAL		\$6,023,175	\$5,831,487	\$11,854,653



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the WIC and Breastfeeding Peer Counseling Services**

This 3rd amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #3"), dated this 17th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at Industrial Park Drive, PO Box 1016 Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), as amended on June 6, 2018 (Item #14) and on April 17, 2019 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, 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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,141,902.
3. Add Exhibit B-1 Amendment #3, SFY 2020 WIC Budget
4. Add Exhibit B-2 Amendment #3, SFY 2021 WIC Budget.
5. Add Exhibit B-3 Amendment #3, SFY 2020 BFPC Budget.
6. Add Exhibit B-4 Amendment #3, SFY 2021 BFPC Budget.



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

4/29/19
Date

Lisa Morris
Name: LISA MORRIS
Title: DIRECTOR, DPHS

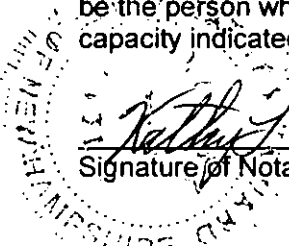
Community Action Program Belknap-Merrimack Counties,
Inc.

4/17/2019
Date

Jeanne Agri
Name: Jeanne Agri
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 4/17/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.



Kathy L. Howard
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: **KATHY L. HOWARD Notary Public, NH**
~~My Commission Expires October 17, 2023~~



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2019
Date

Nancy P. Smith
Name: *Nancy P. Smith*
Title: *Sec Ass't Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**EXHIBIT B-1 Amendment #3
SFY 2020 WIC Services Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: WIC Program - Women, Infants & Children

RFP-2018-DPHS-11-SPEC1

Budget Period: July 1, 2019 to June 30, 2020

Line Item	Total Program Cost		
	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 405,500.00	\$ 29,810.00	\$ 435,310.00
2. Employee Benefits	\$ 98,750.00	\$ 7,101.00	\$ 105,851.00
3. Consultants	\$ 4,500.00		\$ 4,500.00
4. Equipment:			
Rental			
Repair and Maintenance	\$ 1,000.00		\$ 1,000.00
Purchase/Depreciation	\$ 1,200.00		\$ 1,200.00
5. Supplies:			
Educational	\$ 2,500.00		\$ 2,500.00
Lab	\$ 4,250.00		\$ 4,250.00
Pharmacy	-		
Medical	\$ 2,750.00		\$ 2,750.00
Office	\$ 2,500.00	\$ 3,300.00	\$ 5,800.00
6. Travel	\$ 29,500.00		\$ 29,500.00
7. Occupancy	\$ 94,500.00	\$ 3,250.00	\$ 97,750.00
8. Current Expenses			
Telephone	\$ 13,500.00	\$ 250.00	\$ 13,750.00
Postage	\$ 6,250.00	\$ 1,320.00	\$ 7,570.00
Subscriptions other	-		
Audit and Legal	\$ 3,300.00	\$ 875.00	\$ 4,175.00
Insurance	\$ 8,200.00	\$ 2,300.00	\$ 10,500.00
Board Expenses other	-		
9. Software	\$ 1,000.00		\$ 1,000.00
10. Marketing/Communications	\$ 500.00		\$ 500.00
11. Staff Education and Training	\$ 2,500.00		\$ 2,500.00
12. Subcontracts/Agreements			
13. Other (specific details mandatory):			
Agency Computer Fees	\$ 1,650.00	\$ 450.00	\$ 2,100.00
Special Project/Computers purchased with carryforward funds			
TOTAL	\$ 683,850.00	\$ 48,656.00	\$ 732,506.00

Indirect As A Percent of Direct

7.1%

EXHIBIT B-2 Amendment #3
SFY 2021 WIC Services Budget

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: WIC Program - Women, Infants & Children

RFP-2018-DPHS-11-SPEC1

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

Line Item	Total Program Cost		
	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 405,500.00	\$ 29,810.00	\$ 435,310.00
2. Employee Benefits	\$ 98,750.00	\$ 7,101.00	\$ 105,851.00
3. Consultants	\$ 4,500.00		\$ 4,500.00
4. Equipment:			
Rental			
Repair and Maintenance	\$ 1,000.00		\$ 1,000.00
Purchase/Depreciation	\$ 1,200.00		\$ 1,200.00
5. Supplies:			
Educational	\$ 2,500.00		\$ 2,500.00
Lab	\$ 4,250.00		\$ 4,250.00
Pharmacy			
Medical	\$ 2,750.00		\$ 2,750.00
Office	\$ 2,500.00	\$ 3,300.00	\$ 5,800.00
6. Travel	\$ 29,500.00		\$ 29,500.00
7. Occupancy	\$ 94,500.00	\$ 3,250.00	\$ 97,750.00
8. Current Expenses			
Telephone	\$ 13,500.00	\$ 250.00	\$ 13,750.00
Postage	\$ 6,250.00	\$ 1,320.00	\$ 7,570.00
Subscriptions			
Audit and Legal	\$ 3,300.00	\$ 875.00	\$ 4,175.00
Insurance	\$ 8,200.00	\$ 2,300.00	\$ 10,500.00
Board Expenses			
9. Software	\$ 1,000.00		\$ 1,000.00
10. Marketing/Communications	\$ 500.00		\$ 500.00
11. Staff Education and Training	\$ 2,500.00		\$ 2,500.00
12. Subcontracts/Agreements			
13. Other (specific details mandatory):			
	\$ 1,650.00	\$ 450.00	\$ 2,100.00
SubTotal			
Special Project: NWA Travel	\$ 2,000.00	\$ -	\$ 2,000.00
TOTAL	\$ 685,850.00	\$ 48,656.00	\$ 734,506.00

Indirect As A Percent of Direct

7.1%

**EXHIBIT B-3 Amendment #3
SFY 2020 BFPC Services Budget**

New Hampshire Department of Health and Human Services

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

Budget Request for: **Breastfeeding Peer Counseling Program**
RFP-2018-DPHS-11-SPEC1

Budget Period: July 1, 2019 to June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 26,050.00		\$ 26,050.00						
2. Employee Benefits	\$ 3,205.00		\$ 3,205.00						
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 100.00		\$ 100.00						
6. Travel	\$ 3,500.00		\$ 3,500.00						
7. Occupancy	\$ 1,000.00		\$ 1,000.00						
8. Current Expenses									
Telephone	\$ 2,500.00		\$ 2,500.00						
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training	\$ 375.00		\$ 375.00						
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	\$ 36,730.00	\$ -	\$ 36,730.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,730.00

Indirect As A Percent of Direct

0.0%

**EXHIBIT B-4 Amendment #3
SFY 2021 BFPC Services Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Action Program Bellnap-Merrimack Counties Inc.

Budget Request for: Breastfeeding Peer Counseling Program
RFP-2018-OPHS-11-SPEC1

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 26,050.00		\$ 26,050.00				\$ -	\$ -	\$ -
2. Employee Benefits	\$ 3,205.00		\$ 3,205.00				\$ -	\$ -	\$ -
3. Consultants							\$ -	\$ -	\$ -
4. Equipment:							\$ -	\$ -	\$ -
Rental							\$ -	\$ -	\$ -
Repair and Maintenance							\$ -	\$ -	\$ -
Purchase/Depreciation							\$ -	\$ -	\$ -
5. Supplies:							\$ -	\$ -	\$ -
Educational							\$ -	\$ -	\$ -
Lab							\$ -	\$ -	\$ -
Pharmacy							\$ -	\$ -	\$ -
Medical							\$ -	\$ -	\$ -
Office	\$ 100.00		\$ 100.00				\$ -	\$ -	\$ -
6. Travel	\$ 3,500.00		\$ 3,500.00				\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00		\$ 1,000.00				\$ -	\$ -	\$ -
8. Current Expenses							\$ -	\$ -	\$ -
Telephone	\$ 2,500.00		\$ 2,500.00				\$ -	\$ -	\$ -
Postage							\$ -	\$ -	\$ -
Subscriptions							\$ -	\$ -	\$ -
Audit and Legal							\$ -	\$ -	\$ -
Insurance							\$ -	\$ -	\$ -
Board Expenses							\$ -	\$ -	\$ -
9. Software							\$ -	\$ -	\$ -
10. Marketing/Communications							\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 375.00		\$ 375.00				\$ -	\$ -	\$ -
12. Subcontracts/Agreements							\$ -	\$ -	\$ -
13. Other (specific details mandatory):							\$ -	\$ -	\$ -
	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL:	\$ 36,730.00	\$ -	\$ 36,730.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,730.00

Indirect As A Percent of Direct

0.0%

State of New Hampshire

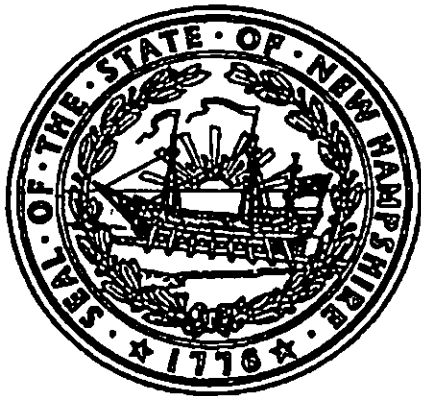
Department of State

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 registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021

Certificate Number: 0004072372



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

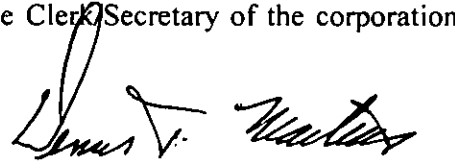
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar 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 01/10/2019, such authority to be in force and effect until 6/30/2021 (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:

Jeanne Agri, Executive Director
Michael Tabory, Deputy Director
Steven E. Gregoire, Budget Analyst
Sara A. Lewko, President, Board of Directors

(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 April, 20 19.




Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 17th day of April, 20 19, 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:

KATHY L. HOWARD Notary Public, NH
My Commission Expires October 17, 2023

**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, Budget Analyst, 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 Natural and Cultural Resources
- New Hampshire Office of Strategic Initiatives (OSI) for Low Income Energy Assistance, Weatherization, SEAS and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- 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 January 10, 2019, and has not been amended or revoked and remains in effect as of the date listed below.

4/17/2019

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2019

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Community Action Programs. Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: Granite State Health Care and Human Services Self- INSURER C: Federal Ins Co INSURER D: INSURER E: INSURER F:	
		NAIC # 20281	

COVERAGES CERTIFICATE NUMBER: 18-19 All lines/19-20 WC REVISION NUMBER:

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


LINE LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK1887527	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		PHPK1887541	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB849174	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	HCHS20190000100(3a.) NH	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability		82471794	04/01/2018	04/01/2019	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Confirmation of Coverage.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Phone (603) 225-3295
 (800) 856-5525
 Fax (603) 228-1898
 Web www.bm-cap.org



2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

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

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.

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

CAPBMC Statement of Purpose

ALTON Senior Center 875-7522 Prospect View Housing 875-3228	CONCORD Area Center 225-6880 Head Start 734-6482 Early Head Start 734-6492 Cleveland Area Heads on Wheels 225-6082 Concord Area Transit 225-8888 Horseshoe Pond Plaza 225-6888 WIC/CFPP 225-7030 Workplace Success 713-3203	EPSOM Hudson Brook Housing 738-6290	FRANKLIN Area Center 834-3444 Head Start 834-2181 Early Head Start 834-2181 Senior Center 834-4782 Riverdale Housing 834-6340	LACONIA Area Center 838-6222 Head Start 828-6334 Early Head Start 828-6334 Senior Center 824-7888 Family Planning 824-6415 Workplace Success 824-4367	MEREDITH Area Center 778-4086	NEWBURY Newbury Commons Housing 763-0380	PEMBROKE Village at Pembroke Farms Housing 483-8842	PITTSFIELD Senior Center 435-8482 Head Start 435-6618 Early Head Start 435-6611	SUNCOOK Area Center 485-7624 Senior Center 485-4254	TILTON Senior Center 827-8291	WARNER Area Center 486-2207 Head Start 458-2226 North Ridge Housing 486-3226
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Financial Statements

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

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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To the Board of Directors
Community Action Program 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 Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended February 28, 2018.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 Belknap-Merrimack Counties, Inc. as of February 28, 2018 and February 28, 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 30, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2017, is consistent, in all material respects, with the audited financial statements from which it was derived.

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 Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is 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 January 8, 2019, on our consideration of Community Action Program 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 Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2018 AND 2017**

	<u>ASSETS</u>	<u>2018</u>	<u>2017</u>
CURRENT ASSETS		\$ 1,751,685	\$ 1,732,344
Cash		2,993,405	2,161,972
Accounts receivable		26,567	21,530
Inventory		88,287	94,315
Prepaid expenses		98,753	85,225
Investments		<u> </u>	<u> </u>
Total current assets		<u>4,858,697</u>	<u>4,095,386</u>
 PROPERTY		4,634,220	4,618,289
Land, buildings and improvements		6,227,722	5,838,444
Equipment, furniture and vehicles		<u> </u>	<u> </u>
Total property		10,861,942	10,456,733
Less accumulated depreciation		<u>6,936,808</u>	<u>6,818,622</u>
Property, net		<u>3,925,134</u>	<u>3,638,111</u>
 OTHER ASSETS		139,441	139,441
Due from related party		<u>139,441</u>	<u>139,441</u>
Total other assets		<u>139,441</u>	<u>139,441</u>
 TOTAL ASSETS		\$ <u>9,023,272</u>	\$ <u>7,872,938</u>
	 <u>LIABILITIES AND NET ASSETS</u>		
 CURRENT LIABILITIES		\$ 172,745	\$ 163,753
Current portion of notes payable		1,443,697	847,707
Accounts payable		1,056,676	1,019,426
Accrued expenses		1,187,333	1,159,331
Refundable advances		<u> </u>	<u> </u>
Total current liabilities		3,860,451	3,190,217
 LONG TERM LIABILITIES		962,781	1,151,156
Notes payable, less current portion shown above		<u>962,781</u>	<u>1,151,156</u>
Total liabilities		<u>4,823,232</u>	<u>4,341,373</u>
 NET ASSETS		3,497,187	2,887,454
Unrestricted		702,853	644,111
Temporarily restricted		<u> </u>	<u> </u>
Total net assets		<u>4,200,040</u>	<u>3,531,565</u>
 TOTAL LIABILITIES AND NET ASSETS		\$ <u>9,023,272</u>	\$ <u>7,872,938</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 17,935,847	\$ -	\$ 17,935,847	\$ 15,822,185
Other funds	1,538,501	2,870,131	4,408,632	4,769,775
In-kind	1,147,978	-	1,147,978	1,100,528
United Way	30,517	-	30,517	43,751
Realized gain on sale of property	-	-	-	20,250
Total revenues and other support	20,652,843	2,870,131	23,522,974	21,756,489
NET ASSETS RELEASED FROM RESTRICTIONS				
Total	2,811,389	(2,811,389)	-	-
	23,464,232	58,742	23,522,974	21,756,489
EXPENSES				
Salaries and wages	8,295,198	-	8,295,198	7,973,527
Payroll taxes and benefits	2,054,965	-	2,054,965	1,997,820
Travel	281,239	-	281,239	277,832
Occupancy	1,222,773	-	1,222,773	1,134,026
Program services	7,979,371	-	7,979,371	7,104,507
Other costs	1,636,269	-	1,636,269	1,512,410
Depreciation	236,706	-	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total expenses	22,854,499	-	22,854,499	21,326,281
CHANGE IN NET ASSETS	609,733	58,742	668,475	430,208
NET-ASSETS, BEGINNING OF YEAR	2,887,454	644,111	3,531,565	3,101,357
NET ASSETS, END OF YEAR	\$ 3,497,187	\$ 702,853	\$ 4,200,040	\$ 3,531,565

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES	\$ 668,475	\$ 430,208
Change in net assets		
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	238,706	225,631
Gain on sale of property		(20,250)
(Increase) decrease in current assets:	(831,433)	481,783
Accounts receivable	(5,037)	8,393
Inventory	6,028	6,609
Prepaid expenses		
Increase (decrease) in current liabilities:	595,990	(335,107)
Accounts payable	37,250	45,752
Accrued expenses	28,002	37,296
Refundable advances		
	<u>735,981</u>	<u>880,315</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES	(523,729)	(127,048)
Additions to property	(13,528)	(12,919)
Investment in partnership		20,250
Proceeds from sale of property		
	<u>(537,257)</u>	<u>(119,717)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES	(179,383)	(152,251)
Repayment of long term debt	(179,383)	(152,251)
NET CASH USED IN FINANCING ACTIVITIES		
NET INCREASE IN CASH	19,341	608,347
	<u>1,732,344</u>	<u>1,123,997</u>
CASH BALANCE, BEGINNING OF YEAR		
	\$ 1,751,685	\$ 1,732,344
CASH BALANCE, END OF YEAR		
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	\$ 73,582	\$ 109,150

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Program</u>	<u>Management</u>	<u>2018 Total</u>	<u>2017 Total</u>
Salaries and wages	\$ 8,028,291	\$ 268,807	\$ 8,295,198	\$ 7,973,527
Payroll taxes and benefits	1,948,839	106,126	2,054,965	1,997,820
Travel	279,829	1,410	281,239	277,832
Occupancy	1,107,004	115,769	1,222,773	1,134,028
Program Services	7,979,371	-	7,979,371	7,104,507
Other costs:				
Accounting fees	24,915	27,549	52,464	48,888
Legal fees	5,137	-	5,137	45,447
Supplies	238,553	26,718	263,271	259,191
Postage and shipping	49,153	1,052	50,205	55,100
Equipment rental and maintenance	1,680	-	1,680	5,503
Printing and publications	3,643	27,649	31,292	13,987
Conferences, conventions and meetings	13,730	9,544	23,274	27,628
Interest	68,274	5,308	73,582	109,150
Insurance	123,457	35,257	158,714	158,030
Membership fees	19,045	8,668	27,713	19,672
Utility and maintenance	185,882	64,390	250,272	123,416
Computer services	21,517	17,179	38,696	36,678
Other	645,081	14,888	659,969	609,740
Depreciation	231,959	4,747	238,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total functional expenses	\$ 22,119,338	\$ 735,161	\$ 22,854,499	\$ 21,326,281

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement 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, 2018 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$702,853.

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, 2017, from which the summarized information was derived.

Income Taxes

The Organization 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.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2014.

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 information returns for the years (2014 through 2017), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property and equipment is recorded at cost or, if donated, at the approximate 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 \$1,147,978 in donated facilities, services and supplies for the year ended February 28, 2018 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$292,141 for the year ended February 28, 2018.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$846,237 for the year ended February 28, 2018.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$9,600 for the year ended February 28, 2018.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2018 totaled \$32,655.

Inventory

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

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, 2018. 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 \$1,187,333 as of February 28, 2018.

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, 2018 totaled \$202,725.

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 twenty years. For the year ended February 28, 2018, the annual lease expense for the leased facilities was \$479,964.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2019	\$ 449,443
2020	405,088
2021	339,230
2022	88,762
2023	88,762
Thereafter	<u>1,053,765</u>
Total	<u>\$ 2,425,050</u>

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$369,827 at February 28, 2018.

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 (4.50% for the year ended February 28, 2018) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2018.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2018:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.

\$ 773,551

3.00% 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.

71,843

7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. 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.

290,132

1,135,526

172,745

Total

Less amounts due within one year

\$ 962,781

Long term portion

The scheduled maturities of long-term debt as of February 28, 2018 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
	\$ 172,745
2019	183,269
2020	194,445
2021	206,317
2022	281,158
2023	<u>97,592</u>
Thereafter	<u>\$ 1,135,526</u>

9. **PROPERTY AND EQUIPMENT**
Property and equipment consisted of the following as of February 29, 2018:

	\$ 168,676
Land	4,465,544
Building and improvements	<u>6,227,722</u>
Equipment and vehicles	10,861,942
	<u>6,936,808</u>
Less accumulated depreciation	
Property and equipment, net	<u>\$ 3,925,134</u>

Depreciation expense for the year ended February 28, 2018 was \$236,706.

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, 2018.

During the year ended February 28, 2018, the Corporation for National and Community Service (CNCS) conducted a monitoring of its program and found that the Organization was not in full compliance with the program requirements. As a result, CNCS disallowed \$37,000 of grant expenditures. The Organization returned the funds in full during April 2018.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2018, approximately \$11,000,000 (47%) 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.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2018, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

<u>Restricted Purpose</u>	\$
Senior Center	127,746
Elder Services	390,089
NH Rotary Food Challenge	5,067
Common Pantry	5,912
Community Crisis	3,578
Caring Fund	14,272
Agency-FAP	14,746
Agency-H/S	140,978
Other Programs	465
	<u>\$ 702,853</u>

13. **RELATED PARTY TRANSACTIONS**

The Organization is related to the following corporation as a result of common management:

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

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2018.

The Organization serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 28, 2018 was \$114,032 and is included in accounts receivables.

14. 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.

15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$97,753 at February 28, 2018.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

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

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

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

At February 28, 2018, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance - mutual funds	\$ 84,225
Total gains (losses) - realized /unrealized	9,528
Purchases	<u>4,000</u>
Ending Balance - mutual funds	<u>\$ 97,753</u>

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

The Organization invested \$1,000 during the year ended February 28, 2018 in a Partnership, The Lakes Region Partnership for Public Health.

16. **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, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

17. **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. Non-recognized 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 January 8, 2019, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM RELIANCE - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2013**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURE	PASSED THROUGH TO SUB-RECIPIENT
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Head Start	93.600		01CH2052-03-01/01CH2052-04-01	\$ 4,116,021	
Low Income Home Energy Assistance Program	93.608	State of New Hampshire	G-181781NHLEA	3,824,832	
Low Income Home Energy Assistance Program-WX	93.608	State of New Hampshire	G-181781NHLEA	113,088	
Low Income Home Energy Assistance Program-HRRP	93.608	State of New Hampshire	G-181781NHLEA	253,791	
			TOTAL	4,191,711	
Community Services Block Grant	93.608	State of New Hampshire	G-1781NHCOOSR	873,108	
Social Services Block Grants-Home Delivered & Congregate	93.697	State of New Hampshire	05-85-48-481010-8255	285,832	
Social Services Block Grants-Service Link	93.697	State of New Hampshire	845-800367	8,920	
			TOTAL	294,752	
TAHF CLUSTER				28,305	
Temporary Assistance for Needy Families-Family Planning	93.658	State of New Hampshire	05-85-43-450010-8148	244,177	
Temporary Assistance for Needy Families-Workplace Success	93.658	Southern New Hampshire Services	05-85-43-450010-81270000		
			CLUSTER TOTAL	273,482	
AGING CLUSTER				138,211	
Title II, Part B-Senior Transportation	93.044	State of New Hampshire	05-85-48-481010-7872	5,878	
Title II, Part B-SEAS	93.044	State of New Hampshire	G-181781NHLEA	185,898	
Title II, Part C-Congregate Meals	93.045	State of New Hampshire	05-85-48-481010-7872	386,028	
Title II, Part C-Home Delivered NSIP	93.063	State of New Hampshire	1058477	259,369	
			CLUSTER TOTAL	844,202	
CHILD CARE AND DEVELOPMENT FUND CLUSTER				377,108	
Child Care & Development Block Grant	93.675	State of New Hampshire		28,102	
Child Care Mandatory & Matching Funds of the CCDF	93.698	State of New Hampshire			
			CLUSTER TOTAL	403,208	
MEDICAID CLUSTER				37,828	
Medical Assistance Program-Veterans Independent Program	93.778	Outsweeps Community Services			
Family Planning - Services	93.217	State of New Hampshire	05-85-80-802010-6530	81,401	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	082P-8003635	8,778	
MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER				100,418	
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.005	State of New Hampshire	05-85-80-802010-0831	10,431	
Maternal & Child Health Services Block Grant to the States	93.084	State of New Hampshire	05-85-80-802010-5190	40,852	
National Family Caregiver Support, Title II, Part E-Service Link	93.052	State of New Hampshire	102-800731	24,851	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-800731	18,818	
CMIS Research Demonstrations & Evaluations	93.779	State of New Hampshire	102-800731	8,188	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-800731		
			MS TOTAL	\$ 11,173,280	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Programs for Women, Infants & Children	10.557	State of New Hampshire	131548-0743W5003	\$ 743,425	
Senior Farmer Market	10.578	State of New Hampshire	131548-0803Y8303	78,303	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	237,787	
CHILD NUTRITION CLUSTER				157,463	
Summer Food Service Program For Children	10.558	State of New Hampshire	NONE PROVIDED		

See Notes to Schedule of Expenditures of Federal Awards

Continued

Continued

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
FOOD DISTRIBUTION CLUSTER Commodity Supplemental Food Program Emergency Food Assistance Program-Administration Emergency Food Assistance Program	10.505	State of New Hampshire	151548881478005	724,422	\$ 535,805
	10.508	State of New Hampshire	81750000	181,212	
	10.508	State of New Hampshire	81750000	<u>1,692,630</u>	<u>1,502,630</u>
			CLUSTER TOTAL	2,498,264	\$ 2,098,435
		USDA TOTAL	<u>\$ 3,088,232</u>		
OPERATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER Senior Companion Program	84.018		183CAN8001 CNCS TOTAL	\$ 350,074	<u>\$ 350,074</u>
US DEPARTMENT OF TRANSPORTATION					
Formula Grants for Rural Areas-Concord Transit Formula Grants for Rural Areas-Westpassachusetts Transit	20.508	State of New Hampshire-Department of Transportation	MH-18-1048	\$ 632,688	
	20.808	State of New Hampshire-Department of Transportation	MH-18-1048 TOTAL	<u>18,600</u>	<u>648,308</u>
TRANSIT SERVICES PROGRAMS CLUSTER					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	State of New Hampshire-Department of Transportation	MH-18-1043	9,130	
	20.513	State of New Hampshire-Department of Transportation	Bus 1805 and 1008	94,826	
	20.513	State of New Hampshire-Department of Transportation	MH-18-1043	74,784	
	20.513	State of New Hampshire-Department of Transportation	2 buses	<u>118,578</u>	
	20.513	State of New Hampshire-Department of Transportation Merrimack County	MH-65-1001 CLUSTER TOTAL	<u>370,281</u>	
		DOT TOTAL	<u>\$ 818,699</u>		
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Supportive Housing Programs-Outreach Supportive Housing Programs-Homesite Supportive Housing Program	14.235	State of New Hampshire	05-85-42-423010-7827-102-600731	\$ 88,882	
	14.235	State of New Hampshire	NONE PROVIDED	27,888	
	14.235	State of New Hampshire	05-85-42-423010-7827-102-600731 TOTAL	<u>88,782</u>	<u>208,442</u>
Emergency Solutions Grant Continuum of Care Program	14.231	State of New Hampshire	05-85-42-423010-7827-102-600731	63,911	
	14.287	State of New Hampshire	05-85-42-423010-7827-102-600731 HUD TOTAL	<u>83,044</u>	<u>\$ 353,397</u>
US DEPARTMENT OF ENERGY					
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	EED008168 DOE TOTAL	\$ 187,885	<u>\$ 187,885</u>
US DEPARTMENT OF LABOR					
Senior Community Service Employment Program	17.235	State of New Hampshire	1044701	\$ 385,820	
WIA/WIOA CLUSTER WIA/WIOA - Adult Program WIA/WIOA - Dislocated Worker Formula Grants	17.256	Southern New Hampshire Services	0510-63360000-182-800731	71,334	
	17.278	Southern New Hampshire Services	0510-63360000-182-800731 CLUSTER TOTAL	<u>88,341</u>	<u>138,876</u>
		DOL TOTAL	<u>\$ 653,289</u>		
		TOTAL	<u>\$ 17,203,833</u>	<u>\$ 2,098,435</u>	

See Notes to the Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). 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 the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD COMMODITIES

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

COMMUNITY ACTION PROGRAM 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 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 Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 8, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program 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 Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

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

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

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program 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.

*Leone McDonnell & Roberts
Professional Association*

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2018. Community Action Program 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 federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program 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 the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program 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 Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program 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, 2018.

Report on Internal Control Over Compliance

Management of Community Action Program 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 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 the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program 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 the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknep-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. No significant deficiencies relating to the audit of the financial statements are 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 Belknep-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknep-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Head Start 93.600, Corporation for National and Community Service, Senior Companion Program, 94.016
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknep-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

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

BOARD OF DIRECTORS

Sara A. Lewko, <i>President</i>	Theresa M. Cromwell
David Siff, Esq., <i>Vice President</i>	Kathy Goode
Dennis Martino, <i>Secretary-Clerk</i>	Kathryn Hans
Safiya Wazir, <i>Treasurer</i>	Susan Koerber
Christine Averill	Robert (Bob) Krieger
Heather Brown	

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- present
 Chair - Local Agency Section of 7 USDA defined Regions 2016-17
 Northeast Region Local Agency Representative 2013- present
 NH Representative to Local Agency Section 2010-present
 NWA/USDA Food and Nutrition Services - Verification of Certification Task Force – Local Agency Representative 2015-16
- National Commodity Supplemental Food Program Association
 President Board of Directors 2011
 Vice President Board of Directors 2010
Marketing Committee- Chair 2012-2014
Board of Directors Local Agency Representative 1999-2000
- New Hampshire WIC Directors Association - 1992-Present
Chairperson 2010-present
Secretary 2000-2008
- NH Hunger Solutions Coalition 2011-present
NH Roadmap to End Childhood Hunger
- Health First Family Care Center - Board of Directors January 2009-present
- Partnership for Public Health - Board of Directors 2005-2015
- Winnepesaukee Public Health Council – Executive Committee 2014 to present
- Capital Area Public Health Network – Public Health Advisory Council Executive Committee 2014-present
- Upper Valley Hunger Council – 2015 to present.
- Public Health Council of the Upper Valley – 2014 to present
HEAL and Oral Health Committees – 2016 to present
- Central New Hampshire Health Care Partnership - Founding member 2008-present
- HEAL - Statewide Practice Committee - 2009-2012
 Lakes Region HEAL - 2009-present
 CCNTR HEAL - 2009-2012
- Bi-State Primary Care Association – *Operations and 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
Healthy Foods Subcommittee

Government Task Forces and Legislative Committees

- 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
- 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

Kristy McDonald

Experience

July 2018- Present

Community Action Program Belknap-
Merrimack Counties, Inc.

Concord, NH

WIC / CSFP Program Manager

- Supervise and provide direct management of the daily operation of the Women, Infants, and Children (WIC) Program and the Commodity Supplemental Food Program (CSFP) for Merrimack, Belknap, Coos & Grafton Counties.
 - Develop agency contacts within the community to help coordinate care to eligible families for the WIC and CSFP programs.
 - Plan annual goals to help increase the number of active families on the WIC and CSFP programs.
 - Evaluate operations that are in place to determine what changes need to be incorporated to support families within the counties we serve.
 - Implement and oversee program services in accordance with State, Federal, and agency requirements.
 - Monitor all WIC and CSFP sites to ensure days and times of services coordinate with the families we are serving.
-

Sept 2016- July 2018

Massachusetts General Hospital

Chelsea, MA

Breastfeeding Peer Counselor Program Manager

- Supervised the Massachusetts General Hospital (MGH) WIC Breastfeeding Peer Counselor program for the Chelsea, Revere and Charlestown Health Centers.
 - Develop, evaluate and improve infant nutrition procedures and protocols.
 - Planned program services that coordinated with Federal, State and local officials and the MGH agency.
 - Monitored and evaluated monthly data collected to maintain breastfeeding rates that were higher than the State average for FY 2017 and FY 2019.
 - Developed programs to support breastfeeding participants on the WIC Program.
-

June 2013- Sept 2016

Massachusetts General Hospital

Chelsea, MA

Nutrition Program Manager

- Supervised the MGH WIC Nutrition program for the Chelsea, Revere, and Charlestown Health Centers.
- Directed program staff to follow required Department of Public Health (DPH) and USDA standards set forth by the State of MA WIC Program.
- Completed quality assurance monthly for all program staff to ensure standards are being met.
- Implemented process improvement procedures for area's that were found out of compliance with State or Federal regulations.
- Developed program resources for staff to use to effectively educate WIC participants about the benefits of being a participant on the WIC program.

Kristy McDonald

- Responsible for hiring, training, completing performance evaluations, and developed staff improvement plans as needed.

Feb 2008- June 2013

Massachusetts General Hospital

Chelsea, MA

Lead Program Nutritionist, CLC

- Provided individual and group nutrition counseling to women, infants, and children, including high-risk cases, by collecting anthropometric and hematological data; performing dietary and nutritional risk assessments to determine appropriate nutrition counseling strategies and food package allotment.
- Referred patients to numerous community resource program and kept up to date with resources within Boston, Chelsea and Revere communities.
- Participated in the local program management evaluation reviews through the State WIC office.
- Maintained annual trainings needed to work as a Nutritionist at the MGH WIC program.

Education

Aug 2001- May 2005

Keene State College

Keene, NH

Bachelors of Science

- Health Science/ Nutrition

References

References are available on request.

Patricia Jeanette Pratt Schaible, RDN, LDN

Education: University of Massachusetts Amherst, Amherst MA Sept. 2011-May 2015
Bachelor of Science Public Health, Science Track GPA: 3.79
Bachelor of Science Nutrition, Dietetic Track Cum Laude

Dietetic Internship: University of Massachusetts Amherst, Amherst MA Aug. 2015-June 2016

Clinical:

Brattleboro Memorial Hospital, Brattleboro, VT March-June 2016

- Discussed fiber intake and sources with outpatient weight management group
- Three weeks staff relief for special care unit and general hospital inpatients

Baystate Medical Center, Springfield, MA April-May 2016

- Worked with special care unit registered dietitian to calculate tube feedings

Community:

Diabetes Education Center at Mercy Medical Center, Springfield, MA Aug. 2015-Oct. 2015

- Participated in group classes and used teach-back method, updated carbohydrate count hand-outs
- Counseled new patients using motivational interviewing on diet pattern for gestational diabetes
- Delivered interactive presentation for seniors with diabetes, participated as educator in support groups

Valley Dietitian, Turners Fall, MA Aug. 2015-Oct. 2015

- Generated three themed monthly poster series for posting and resource about local physical activity
- Shared tips for healthier eating during counseling sessions

FARMS Community Kitchen, Damariscotta, ME Jan.-Feb. 2016

- Led hands-on cooking classes and demonstrations with 2nd thru 12th graders
- Developed high school cooking class curriculum

St. Joseph's Residence at Mont Marie, Holyoke, MA May 2016

- Engaged seniors in discussion about preparing healthy and quick meals

Food Service:

Cooley Dickinson Hospital Food and Nutrition Department, Northampton, MA Oct. 2015-Jan. 2016

- Attended leadership and departmental meetings, updated and continued floor stock tabulations
- Revised work flow sheets, implemented a compost collection system for New Staff Orientation
- Coordinated with staff to reduce the number of late trays, created a plan for updating the recipe book

Relevant Experience:

Nutrition and Fit WIC Coordinator, full-time January 2017-Current

Community Action Program Belknap-Merrimack Counties

- Provide nutrition education and counseling to women, infants, and children, support breastfeeding initiatives
- Oversee and promote FIT WIC program, develop and implement nutrition goals and objectives
- Consult agency programs and community partners for nutrition-related concerns, conduct QA/QI studies

Dietitian, part time Oct. 2016-Current

FARMS Kitchen, Damariscotta, ME

- Develop curriculum and lead healthy cooking classes for high school students

Substitute Teacher, per diem June 2014-Current

AOS 93, Damariscotta, ME

- Follow classroom guidelines and maintain safety of students, teach students skills and strategies
- Work 1:1 or small groups with selected students, assist teacher as needed when educational technician

Dietitian

Camp Joslin, Charlton, MA

June-Aug. 2014, June-July 2016

- Coordinated carbohydrate counts and allergen avoidance with kitchen staff and health care team
- Led education sessions related to healthy diabetic lifestyles and meal planning
- Planned and followed through with snack menus, meal preparation and distribution
- Worked alongside nurses to ensure proper insulin, medication, and blood sugar treatment was provided

Student Employee

Sept. 2011-May 2016

UMASS Dining, Amherst, MA

- Served and prepared food for variety of stations, maintained cleanliness, managed compost
- Enforced and adhered to health regulations, described and promoted campus dining options to students

Student Nurse

Camp Joslin, Charlton MA

June-July 2015

- Managed medication and insulin administration with staff and campers, supervised pump site changes
- Led education sessions related to healthy eating and maintained cleanliness in infirmary
- Trained student dietitian and substituted during her absence, attended staff and health care meetings

Resident Assistant

UMASS Residential Life, Amherst, MA

Jan. 2014-May 2015

- Enforced rules, regulations, and safety restrictions for residents, handled crises appropriately
- Planned and executed themed events and community meetings for residents
- Wrote proposals for extra funding for large events, provided referrals to students for campus resources

Student Ambassador

Jan.-Dec. 2014

UMASS Dining, Amherst, MA

- Evaluated dining facilities weekly, attended and encouraged campus community to partake in special events
- Participated in and promoted special event activities in dining commons

Public Health Undergraduate Teaching Assistant

Sept. 2013-May 2014

School of Public Health and Health Sciences, Amherst, MA

- Collaborated icebreaker activities and led class discussions about weekly health topics
- Developed presentations and handouts about health topics, recreated PowerPoint presentations for professor
- Graded weekly assignments and answered assignment questions in timely fashion
- Stimulated participation through activities and scheduled extra credit opportunities

Summer Intern

May-Aug. 2013

Women, Infants and Children (WIC), Rockland, ME

- Prepared bulletin boards about childhood health topics and organized WIC folders for families
- Entertained children during appointments and assisted in pumpkin planting during Farmers Market events
- Created and planned grocery store tour and handouts focused on eligible foods for new WIC participants

Honors and Recognitions:

Western Area Massachusetts Dietetic Association Student Scholarship

May 2016

Massachusetts Dietetic Association Poster Presenter

April 2016

Lincoln Academy Thomas Reilly Scholarship

June 2015

Student Alumni Association's Student Leaders Award (Nomination)

April 2015

Helen Mitchell Undergraduate Scholarship

April 2015

Memberships:

Academy of American Nutrition and Dietetics

December 2014-Present

Western Area Massachusetts Dietetic Association

Sept. 2015-Aug. 2016

Jennifer York

Areas of Expertise

Communication specialist
Client first support
Meticulous note taking
Computer/typing

Experience

WIC / Breastfeeding Peer Counselor. July 2015 -Present Community Action Program Belknap-Merrimack Counties, Inc.

Providing information, encouragement, and support to pregnant and breastfeeding women.

Contacting clients frequently to ensure their questions and concerns are addressed and they have the tools to succeed.

Meeting with clients to address their needs, as well as providing expert assistance.

Being available to clients any day and time via personal contact information.

Managing multiple groups of both pregnant and breastfeeding women.

Stay at Home Mother, March 2004- July 2015

Education

Liberty University / BS Psychology: Human Services/Counseling
Summa Cum Laude
August 2001 -May 2003 Lynchburg,VA

University of New Hampshire
August 1999 - May 2001, Durham, NH

Merrimack Valley High School
August 1995 - June 1999, Penacook, NH

Awards

New Hampshire Breastfeeding Task Force-Promotion, Protection, and Support of Breastfeeding 2016

Department of Health and Human Services

Community Action Program Belknap-Merrimack Counties, Inc.

WIC and Breastfeeding Peer Counseling Services

July 1, 2018 – June 30, 2019

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan M. Wnuk	Director, Community Health & Nutrition Services	\$66,866	59.99%	\$40,113.82
Kristy McDonald	WIC/CSFP/BFPC Program Manager	\$51,675	100.00%	\$51,675.00
Jeanette Schaible	Nutrition Coordinator	\$48,262	100.00%	\$48,262.00
Jennifer York	Breastfeeding Peer Counseling Program Coordinator	\$24,050	100.00%	\$24,050.00



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

23 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 1, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend three (3) of the four (4) existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$18,700, from \$6,004,475 to 6,023,175, with no change to the contract completion date of June 30, 2019, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

The original contracts were approved by the Governor & Executive Council on June 21, 2017 (Item #45), and subsequently amended on June 6, 2018 (Item #14).

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,594,330	\$7,100	\$1,601,430
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$999,678	\$7,000	\$1,006,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$0	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$665,999	\$4,600	\$670,599
	Total:		\$6,004,475	\$18,700	\$6,023,175

Funds to support this request are available in the following accounts in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to increase funding for Breastfeeding Peer Counseling Services for State Fiscal Year 2019. These additional funds will allow for increased promotion and support activities for the Breastfeeding Peer Counseling Program.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants and Children supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives and nutrition education that could improve health outcomes and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN #

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

184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure
CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,

Approved by:


Jeffrey A. Meyers
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC
SUPPLEMENTAL NUTRITION PROGRAM**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			Sub-Total	\$795,465	\$0	\$795,465

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$7,100	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			Sub-Total	\$782,865	\$7,100	\$789,965

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			Sub-Total	\$498,814	\$0	\$498,814

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$7,000	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			Sub-Total	\$491,164	\$7,000	\$498,164

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			Sub-Total	\$1,369,034	\$0	\$1,369,034

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			Sub-Total	\$1,345,034	\$0	\$1,345,034

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			Sub-Total	\$327,772	\$0	\$327,772

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$4,600	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			Sub-Total	\$327,249	\$4,600	\$331,849
			Funding Source Total	\$5,937,397	\$18,700	\$5,956,097

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH; BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			Sub-Total	\$16,000	\$0	\$16,000

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	\$9,700
			Sub-Total	\$9,700	\$0	\$9,700

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			Sub-Total	\$30,400	\$0	\$30,400

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			Sub-Total	\$6,978	\$0	\$6,978
		Funding Source Total		\$63,078	\$0	\$63,078

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$6,004,475	\$18,700	\$6,023,175



New

**Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2nd Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 19th day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at Industrial Park Drive, PO Box 1016 Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), as amended on June 6, 2018 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,601,430.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete Exhibit B-4, Budget and replace with Exhibit B-4 Amendment #2, SFY 2019 BFPC Budget.



New

**Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

3/9/19
Date

Lisa Morris
Name: LISA MORRIS
Title: DIRECTOR, DPHS

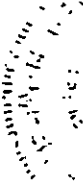
Community Action Program Belknap-Merrimack Counties,
Inc.

2/28/2019
Date

Steven E. Gregoire
Name: Steven E. Gregoire
Title: Budget Analyst

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 2/28/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.



James W. Sudak
Signature of Notary Public or Justice of the Peace

James Sudak, Justice of the Peace
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

**JAMES W. SUDAK, Justice of the Peace
My Commission Expires, March 23, 2021**



New

**Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

3/17/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Senior Asst. Atty General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit B-4 Amendment #2
SFY 2019 BFPC Budget**

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

Bidder/Program Name: **Community Action Program Bellamy-Merrimack Counties Inc.**

Budget Request for: **Breastfeeding Peer Counseling Program
RF#2018-OPHS-11-SPEC**

Budget Period: **July 1, 2018 to June 30, 2019**

Line Item	Total Program Cost			Contractor Share / Match			Funded by OPHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	23,542.00	-	23,542.00	-	-	-	23,542.00	-	23,542.00
2. Employee Benefits	6,762.00	-	6,762.00	-	-	-	6,762.00	-	6,762.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rents	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	75.00	-	75.00	-	-	-	75.00	-	75.00
6. Travel	3,276.00	-	3,276.00	-	-	-	3,276.00	-	3,276.00
7. Occupancy	1,200.00	-	1,200.00	-	-	-	1,200.00	-	1,200.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	1,500.00	-	1,500.00	-	-	-	1,500.00	-	1,500.00
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	375.00	-	375.00	-	-	-	375.00	-	375.00
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (Special Projects)	7,100.00	-	7,100.00	-	-	-	7,100.00	-	7,100.00
TOTAL	43,838.00	-	43,838.00	-	-	-	43,838.00	-	43,838.00

Indirect As A Percent of Direct 0.0%

Contractor Initial: *[Signature]*

Community Action Program
Bellamy-Merrimack Counties, Inc.
RF#-2018-OPHS-11-SPEC

Contractor Initial: *[Signature]*
Date: *2/28/19*



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dbhs.nh.gov

May 15, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475, and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-8003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-8001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-8006	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-8001	\$646,498	\$19,501	\$665,999
	Total:		\$5,878,624	\$125,851	\$6,004,475

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

See Attached Fiscal Details for Funding Distribution

EXPLANATION

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.

New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

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

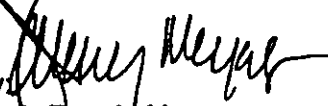
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW
Director

Approved by



Jeffrey A. Meyers
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT .OF HEALTH AND
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH
AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			Sub-Total	\$782,865	\$12,600	\$795,465

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			Sub-Total	\$780,865	\$2,000	\$782,865

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			Sub-Total	\$491,164	\$7,650	\$498,814

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			Sub-Total	\$489,164	\$2,000	\$491,164

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			Sub-Total	\$1,345,034	\$24,000	\$1,369,034

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$101,643	\$2,000	\$103,643
			Sub-Total	\$1,343,034	\$2,000	\$1,345,034

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$5,523	\$5,523
			Sub-Total	\$322,249	\$5,523	\$327,772

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006041	\$24,136	\$7,000	\$26,36
			Sub-Total	\$320,249	\$7,000	\$327,249
		Funding Source Total		5,874,624	\$62,773	\$5,937,397

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$16,000	\$16,000
			Sub-Total	\$0	\$16,000	\$16,000

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$9,700	9,700
			Sub-Total	\$0	\$9,700	\$9,700

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$30,400	\$30,400
			Sub-Total	\$0	\$30,400	\$30,400

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$6,978	\$6,978
			Sub-Total	\$0	\$6,978	\$6,978
		Funding Source Total		\$0	\$63,078	\$63,078

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003398	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$5,878,624	\$125,851	\$6,004,475



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1st Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #1") dated this 25th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at Industrial Park Drive, PO Box 1016 Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,594,330
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services.
5. Delete in its entirety Exhibit B-1, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Services Budget.
6. Delete in its entirety Exhibit B-2, Budget, and replace with Exhibit B-2 Amendment #1, SFY 2019 WIC Services Budget.
7. Add Exhibit B-3 Amendment #1, Infrastructure Budget.
8. Add Exhibit K, DHHS Information Security Requirements.


New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/10/18
Date


Name: LEAH MORRIS
Title: DIRECTOR, DPHS

Community Action Program Belknap-Merrimack Counties,
Inc.

5/4/2018
Date


Name: Jeanne Agri
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 5/4/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

KATHY L. EDWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

My Commission Expires: _____


New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

5/23/18
Date


Name: *Rebecca W Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



1. Provisions Applicable to All Services

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

2. Scope of Services

2.1. The Vendor shall use additional funding:

2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;

2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;

2.1.1.2. Must be in place no later than June 30, 2018.

2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;

2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30th, 2018;

**EXHIBIT B-1 Amendment #1
2018 WIC Services Budget**

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: WIC Program - Women, Infants & Children
RFP-2018-DPHS-11-SPEC

Budget Period: July 1, 2017 to June 30, 2018

Line Item	Belknap County		Merrimack County		Total Program Costs
	Incremental	Fixed	Incremental	Fixed	
1. Total Salary/Wages	\$ 407,482.00	\$ 22,000.00	\$	\$	\$ 429,482.00
2. Employee Benefits	\$ 101,600.00	\$ 6,183.00	\$	\$	\$ 107,783.00
3. Consultants	\$ 3,000.00	\$	\$	\$	\$ 3,000.00
4. Equipment	\$ 1,800.00	\$	\$	\$	\$ 1,800.00
Rental	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$
5. Supplies	\$ 84,500.00	\$ 4,000.00	\$	\$	\$ 88,500.00
Educational	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$
6. Travel	\$ 28,000.00	\$	\$	\$	\$ 28,000.00
7. Occupancy	\$ 88,000.00	\$ 3,595.00	\$	\$	\$ 91,595.00
8. Current Expenses	\$ 35,400.00	\$ 10,900.00	\$	\$	\$ 46,300.00
Telephone	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$
Subscriptions other	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$
Board Expenses other	\$	\$	\$	\$	\$
9. Software	\$ 200.00	\$	\$	\$	\$ 200.00
10. Marketing/Communications	\$	\$	\$	\$	\$
11. Staff Education and Training	\$ 2,785.00	\$	\$	\$	\$ 2,785.00
12. Subcontracts/Agreements	\$	\$	\$	\$	\$
13. Other (specific details mandatory):	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Special Project/Computers purchased with carryovered funds	\$ 12,800.00	\$	\$	\$	\$ 12,800.00
TOTAL	\$ 712,057.00	\$ 48,678.00	\$	\$	\$ 760,735.00

Indirect As A Percent of Direct

8.6%

EXHIBIT B-2 Amendment #1
 SFY 2019 WIC Services Budget

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

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

Budget Request for: WIC Program - Women, Infants & Children
 RFP-2018-DPHS-11-SPEC1

Budget Period: July 1, 2018 to June 30, 2019

Line Item	Direct		Indirect		Total
	Incremental	Fixed	Incremental	Fixed	
1. Total Salary/Wages	\$ 424,760.00	\$ 20,000.00	\$	\$	\$ 444,760.00
2. Employee Benefits	\$ 143,820.00	\$ 8,260.00	\$	\$	\$ 149,080.00
3. Consultants	\$ 3,000.00	\$	\$	\$	\$ 3,000.00
4. Equipment	\$ 1,200.00	\$	\$	\$	\$ 1,200.00
Rental	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$
5. Supplies	\$ 7,500.00	\$	\$	\$	\$ 7,500.00
Educational	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$
Office	\$	\$ 1,125.00	\$	\$	\$ 1,125.00
6. Travel	\$ 28,000.00	\$	\$	\$	\$ 28,000.00
7. Occupancy	\$ 78,000.00	\$ 4,850.00	\$	\$	\$ 82,850.00
8. Current Expenses	\$ 15,350.00	\$ 10,000.00	\$	\$	\$ 25,350.00
Telephone	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$
9. Software	\$	\$	\$	\$	\$
10. Marketing/Communications	\$ 500.00	\$	\$	\$	\$ 500.00
11. Staff Education and Training	\$ 750.00	\$	\$	\$	\$ 750.00
12. Subcontracts/Agreements	\$	\$	\$	\$	\$
13. Other (specific details mandatory)	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Special Project: NYCA Travel	\$ 2,000.00	\$	\$	\$	\$ 2,000.00
TOTAL	\$ 704,900.00	\$ 41,235.00	\$	\$	\$ 746,135.00

Indirect As A Percent of Direct

5.8%

**EXHIBIT B-3 Amendment #1
Infrastructure Budget**

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: WIC Program - Infrastructure

RFP-2018-DPHS-11-SPEC1

Budget Period: July 1, 2017 to June 30, 2018

Line Item	Direct		Indirect		Total
	Incremental	Fixed	Incremental	Fixed	
1. Total Salary/Wages	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$
4. Equipment	\$	\$	\$	\$	\$
Refuel	\$	\$	\$	\$	\$
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):	\$	\$	\$	\$	\$
Criminal Background Checks - 250	\$	\$	\$	\$	\$
Job Advertising - 750	\$	\$	\$	\$	\$
Membership Fees - 300	\$	\$	\$	\$	\$
Mobile Internet - 3150	\$	\$	\$	\$	\$
Computer Services - 600	\$	\$	\$	\$	\$
Special Project/Computer Equipment Purchases	\$	16,000.00	\$	\$	16,000.00
TOTAL:	\$	16,000.00	\$	\$	16,000.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-4503
603-271-4612 1-800-852-3345 Ext. 4612
FAX: 603-271-4827 TDD Access: 1-800-735-2964



45 mac

May 1, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
	Total:		\$5,878,624

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified, without further approval from the Governor and Executive Council.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

Community Action Program for Belknap and Merrimack Counties

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902
			Sub-Total:	\$782,865

Goodwin Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

Southern New Hampshire Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312

Community Action Program for Belknap and Merrimack Counties

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,865

Goodwin Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

Southern New Hampshire Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,668
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

EXPLANATION

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups; pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.

These contracts contain language which allows the Department to extend contracted services for up to four additional years, contingent upon satisfactory performance, continued funding and Governor and Executive Council approval.

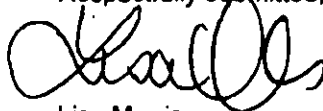
Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

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

Respectfully submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

**Special Supplemental Nutrition
Program for Women, Infants & Children**

RFP-2018-DPHS-11-SPEC1

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. CAP Belknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	167
	200	182
	200	182

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin
Lissa Sirols, Administrator
4. Nutrition Services DPHS
5. _____
6. _____

45.1

Subject: WIC and Breastfeeding Peer Counseling Services (RFP-2018-DPHS-11-SPEC-01)

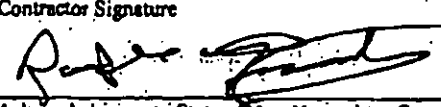

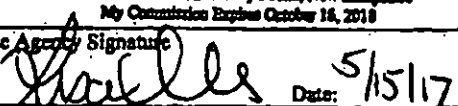
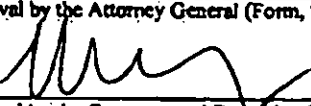
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address Industrial Park Drive, PO Box 1016 Concord, NH 03302	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-95-90-902010-5260-102-300731 05-95-90-992010-5260-102-300734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,563,730
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On 5/11/2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018			
1.14 State Agency Signature  Date: 5/15/17		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: _____ Attorney 5/26/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and...

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date

ra
5/11/12



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

2. STATEMENT OF WORK

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
 - 2.2.1 Provide WIC services to the contracted caseload of 4,017 to include women, infants and children each month utilizing the Start:INC MIS system in the counties of Belknap, Merrimack, Coos, and Grafton.
 - 2.2.2 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
 - 2.2.3 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
 - 2.2.4 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.
 - 2.2.5 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:



Exhibit A

- 2.2.5.1 Include national WIC enrollment and retention website (www.state.nh.us/wic) in outreach materials and on individual agency website;
 - 2.2.5.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
 - 2.2.5.3 Distribution of WIC informational booklets and referral materials;
 - 2.2.5.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
 - 2.2.5.5 Maintenance of participant waiting list, if appropriate;
 - 2.2.5.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
 - 2.2.5.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
 - 2.2.5.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.6 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
- 2.2.6.1 A minimum of twenty-five (25) enrolled participants;
 - 2.2.6.2 Nearby WIC-authorized food stores;
 - 2.2.6.3 Other community and health services that serve WIC eligible participants; and
 - 2.2.6.4 Available transportation for accessing the WIC clinic.
- 2.2.7 Offer early evening appointments, including certification appointments, (8 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.8 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.9 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.10 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.11 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.12 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.
- 2.2.13 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.



Exhibit A

- 2.2.14 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
- 2.2.15 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
- 2.2.16 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
- 2.2.17 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
- 2.2.18 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract.
- 2.2.19 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
- 2.2.20 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
- 2.2.21 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.22 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
- 2.2.23 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.24 Conduct special projects as appropriate funding is received.
- 2.2.25 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30th of each contract year.
- 3.2 The Contractor shall provide a mid-year progress report no later than January 30th of each contract year.



Exhibit A

- 3.3 The Contractor shall provide a year-end report no later than June 30th of each contract year.

4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

5. PERFORMANCE MEASURES

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department



Exhibit A

and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:

- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3rd month of pregnancy.
 - 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5th birthday.
 - 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
 - 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
 - 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.
- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

Workplan Schedule

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019



Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10:557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line-item budgets shown in Exhibits B-1, B-2, B-3 and B-4.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. 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.
 - 4.2. The invoices must:
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

[Handwritten Signature]
[Handwritten Date]

EXHIBIT B-1
Budget

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

State/Program Name: Community Action Program Belknap-Worthen Counties Inc

Budget Request for: WIC Program

APP-970-010-11-0001

Budget Period: July 1, 1997 to June 30, 1998

Line Item	Total Program Cost			Contractor Share Funds			Funded by Other Sources		
	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total
1. Total Salary/Wages	\$ 208,574.00	\$ 14,444.00	\$ 223,018.00				\$ 208,574.00	\$ 14,444.00	\$ 223,018.00
2. Employee Benefits	\$ 147,730.00	\$ 6,183.00	\$ 153,913.00				\$ 147,730.00	\$ 6,183.00	\$ 153,913.00
3. Contract	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,200.00	\$ -	\$ 1,200.00				\$ 1,200.00	\$ -	\$ 1,200.00
Purchase/Depreciation	\$ 400.00	\$ -	\$ 400.00				\$ 400.00	\$ -	\$ 400.00
5. Supplies	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ 6,720.00	\$ -	\$ 6,720.00				\$ 6,720.00	\$ -	\$ 6,720.00
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ 3,800.00	\$ -	\$ 3,800.00				\$ 3,800.00	\$ -	\$ 3,800.00
Office	\$ 7,780.00	\$ 1,125.00	\$ 8,905.00				\$ 7,780.00	\$ 1,125.00	\$ 8,905.00
6. Travel	\$ 22,780.00	\$ -	\$ 22,780.00				\$ 22,780.00	\$ -	\$ 22,780.00
7. Occupancy	\$ 65,523.00	\$ 3,895.00	\$ 69,418.00				\$ 65,523.00	\$ 3,895.00	\$ 69,418.00
8. General Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ 6,000.00	\$ 2,800.00	\$ 8,800.00				\$ 6,000.00	\$ 2,800.00	\$ 8,800.00
Postage	\$ 6,380.00	\$ 1,380.00	\$ 7,760.00				\$ 6,380.00	\$ 1,380.00	\$ 7,760.00
Subscriptions	\$ 370.00	\$ -	\$ 370.00				\$ 370.00	\$ -	\$ 370.00
Auto and Legal	\$ 3,000.00	\$ 2,500.00	\$ 5,500.00				\$ 3,000.00	\$ 2,500.00	\$ 5,500.00
Insurance	\$ 7,700.00	\$ 4,000.00	\$ 11,700.00				\$ 7,700.00	\$ 4,000.00	\$ 11,700.00
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Salary	\$ 1,200.00	\$ -	\$ 1,200.00				\$ 1,200.00	\$ -	\$ 1,200.00
10. Advertising/Communications	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,785.00	\$ -	\$ 2,785.00				\$ 2,785.00	\$ -	\$ 2,785.00
12. Scholarships/Fellowships	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ 4,300.00	\$ -	\$ 4,300.00				\$ 4,300.00	\$ -	\$ 4,300.00
Other Background Checks - 20	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Job Advertising - 70	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Membership Fees - 200	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Health Insurance - 710	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Computer Services - 800	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 763,483.00	\$ 27,672.00	\$ 791,155.00	\$ -	\$ -	\$ -	\$ 763,483.00	\$ 27,672.00	\$ 791,155.00

Indirect As A Percent of Direct

3.5%

Contractor Initials: *A.P. Smith*

COVER 9-2
Budget

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

Division/Program Name: Community Action Program Support-Merrimack Counties Inc

Budget Request for: WSC Program

APP-2010-DPH-11-27027

Budget Period: July 1, 2010 to June 30, 2011

Line Item	Total Program Cost			Contractor (Check / Budget)			Funded by DDCS (check/line)		
	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total
1. Total Salary/Wages	\$ 408,371.00	\$ 14,451.00	\$ 422,822.00	\$ -	\$ -	\$ -	\$ 408,371.00	\$ 14,451.00	\$ 422,822.00
2. Employee Benefits	\$ 147,730.00	\$ 6,183.00	\$ 153,913.00	\$ -	\$ -	\$ -	\$ 147,730.00	\$ 6,183.00	\$ 153,913.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Purchase/Depreciation	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 6,720.00	\$ -	\$ 6,720.00	\$ -	\$ -	\$ -	\$ 6,720.00	\$ -	\$ 6,720.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 3,800.00	\$ -	\$ 3,800.00	\$ -	\$ -	\$ -	\$ 3,800.00	\$ -	\$ 3,800.00
Office	\$ 4,788.00	\$ 1,128.00	\$ 5,916.00	\$ -	\$ -	\$ -	\$ 4,788.00	\$ 1,128.00	\$ 5,916.00
6. Travel	\$ 32,760.00	\$ -	\$ 32,760.00	\$ -	\$ -	\$ -	\$ 32,760.00	\$ -	\$ 32,760.00
7. Occupancy	\$ 68,823.00	\$ 3,898.00	\$ 72,721.00	\$ -	\$ -	\$ -	\$ 68,823.00	\$ 3,898.00	\$ 72,721.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 8,100.00	\$ 2,890.00	\$ 10,990.00	\$ -	\$ -	\$ -	\$ 8,100.00	\$ 2,890.00	\$ 10,990.00
Postage	\$ 6,390.00	\$ 1,365.00	\$ 7,755.00	\$ -	\$ -	\$ -	\$ 6,390.00	\$ 1,365.00	\$ 7,755.00
Subscriptions	\$ 770.00	\$ -	\$ 770.00	\$ -	\$ -	\$ -	\$ 770.00	\$ -	\$ 770.00
Audit and Legal	\$ 3,800.00	\$ 2,850.00	\$ 6,650.00	\$ -	\$ -	\$ -	\$ 3,800.00	\$ 2,850.00	\$ 6,650.00
Insurance	\$ 7,700.00	\$ 3,400.00	\$ 11,100.00	\$ -	\$ -	\$ -	\$ 7,700.00	\$ 3,400.00	\$ 11,100.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
10. Advertising/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 785.00	\$ -	\$ 785.00	\$ -	\$ -	\$ -	\$ 785.00	\$ -	\$ 785.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ 8,300.00	\$ -	\$ 8,300.00	\$ -	\$ -	\$ -	\$ 8,300.00	\$ -	\$ 8,300.00
Classroom (budget code - 20)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Job Accounting - 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Membership Fees - 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Multi Income - 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Services - 60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 708,494.00	\$ 37,871.00	\$ 746,365.00	\$ -	\$ -	\$ -	\$ 708,494.00	\$ 37,871.00	\$ 746,365.00

Instruct As A Parent of Direct

8.3%

Contractor Initial: *[Signature]*
Date: *5/19/11*

**EXHIBIT B-3
BUDGET**

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

State/Program Name: **Continuity of Care Program (Hamp-Merrimack Counties Inc.)**

Budget Request for: **Branching Peer Counseling Program**
#P-000-000-71-0000

Budget Period: **July 1, 2017 to June 30, 2018**

Line Item	Total Program Cost			Contractor (State / A/C)			Funded by (State / A/C)		
	Request	Current	Total	Request	Current	Total	Request	Current	Total
1. Personnel	7,141.00		7,141.00				7,141.00		7,141.00
2. Materials	6,781.00		6,781.00				6,781.00		6,781.00
3. Contract									
4. Travel									
5. Printing									
6. Telephone									
7. Postage									
8. Reproduction									
9. Office	78.00		78.00				78.00		78.00
10. Contingency	1,746.00		1,746.00				1,746.00		1,746.00
11. Capital Expenses	1,500.00		1,500.00				1,500.00		1,500.00
12. Depreciation									
13. Fuel									
14. Maintenance and Repair									
15. Subcontractor									
16. Other (Specify above category)	378.00		378.00				378.00		378.00
TOTAL	16,726.00		16,726.00				16,726.00		16,726.00

Contractor Initials: *AS*
Date: *5/15/17*

**Exhibit B-4
Budget**

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

State/Program Name: **Community Action Program Support-Barrington Counties Inc.**

Budget Request for: **Eventuating Peer Counseling Program**
AP-2023-096-41-2023

Budget Period: **July 1, 2023 to June 30, 2023**

Line Item	YTD Program Cost		YTD	Committed (Direct / Indirect)		YTD	Actual to Date (Direct / Indirect)		YTD
	Direct	Indirect		Direct	Indirect		Direct	Indirect	
1. Total Salaries/Wages	22,421.00		22,421.00			22,421.00			22,421.00
2. Employee Benefits	8,712.00		8,712.00			8,712.00			8,712.00
3. Composites									
4. Equipment									
5. Travel									
6. Rental and Maintenance									
7. Repairs/Alterations									
8. Printing									
9. Office	75.00		75.00			75.00			75.00
10. Fuel	1,278.00		1,278.00			1,278.00			1,278.00
11. Accounting	1,200.00		1,200.00			1,200.00			1,200.00
12. Contract Expenses									
13. Telephone	1,600.00		1,600.00			1,600.00			1,600.00
14. Postage									
15. Reproduction									
16. Mail and Legal									
17. Rental Expenses									
18. Interest									
19. Marketing/Communications									
20. Staff Education and Training	375.00		375.00			375.00			375.00
21. Subcontract Expenses									
22. Other (Specify each mandatory)									
TOTAL	34,738.00		34,738.00			34,738.00			34,738.00

Indirect As A Percent of Direct

0.0%

Contractor Initial: *[Signature]*
Date: *5/20/23*



SPECIAL PROVISIONS

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

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

[Handwritten Signature]
[Handwritten Date]



- 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.

RJ
5/11/17

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13186, 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 1986 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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

[Handwritten Signature]
[Handwritten Date]



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. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials *LR*
Date *5/11/17*



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

Commissioner
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-8505

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

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

5/11/2017

Date


Name: Ralph Littlefield
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV


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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1).
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

5/11/2017
Date


Name: Ralph Littlefield
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

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


LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

5/11/2017
Date


Name: Ralph Littlefield
Title: Executive Director



**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

Certification of Compliance with requirements pertaining to Federal financial administration, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

Contractor Initials

92774
Rev. 10/21/14

Page 1 of 2

Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

5/11/2017
Date


Name: Ralph Littlefield
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Mandates/Orders, Equal Treatment of Faith-Based Organizations and Workforce protections

Contractor Initials

62774
Rev. 10/21/14

Page 2 of 2

Date



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

5/11/2017
Date

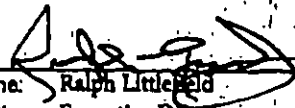

Name: Ralph Littlefield
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
[Handwritten Date]



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associates, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

[Handwritten Signature]
[Handwritten Date: 3/12/14]



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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5/16/14



Exhibit I

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

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

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[Handwritten date: 5/15/17]



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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5/19/17



Exhibit I

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

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

The State
[Signature]
 Signature of Authorized Representative
LISA MORRIS
 Name of Authorized Representative
DIRECTOR
 Title of Authorized Representative
5/15/17
 Date

Community Action Program
 Belknap-Merrimack Counties, Inc.
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Ralph Littlefield
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
5/11/2017
 Date

[Signature]
5/11/17



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

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

5/11/2017

Date


Name: Ralph Littlefield
Title: Executive Director



FORM A

As the Contractor Identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07-399-7504
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 8104 of the Internal Revenue Code of 1986?

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

R-R
5/17/17



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the WIC and Breastfeeding Peer Counseling Services**

This 3rd Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #3") dated this 15th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Seacoast Community Health (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), as amended on June 6, 2018 (Item #14) and on April 17, 2019 (Item #23), 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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
3. \$1,971,666.
4. Add Exhibit B-1 Amendment #3, SFY 2020 WIC Budget.
5. Add Exhibit B-2 Amendment #3, SFY 2020 BFPC Budget.
6. Add Exhibit B-3 Amendment #3, SFY 2021 WIC Budget.
7. Add Exhibit B-4 Amendment #3, SFY 2021 BFPC Budget.



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

4/29/19
Date

Lisa Morris
Name: LISA MORRIS
Title: DIRECTOR, DPHS

Greater Seacoast Community Health

4-22-19
Date

Janet Laubsch
Name: Janet Laubsch
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Stratford on 4-22-2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Simone R. Talbot
Signature of Notary Public or Justice of the Peace

Simone R. Talbot, Exec. Asst.
Name and Title of Notary or Justice of the Peace

My Commission Expires: SIMONE R. TALBOT, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Sr. Asst. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit B-1 Amendment #3
SFY 2020
WIC Budget**

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

Bidder/Program Name: Goodwin Community Health

Budget Request for: WIC Service Provider Carroll & Strafford County
(Name of RFP)

Budget Period: Contract Period: July 1, 2019- June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS Contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages					\$ 7,776.00		\$ 340,273.03		\$ 340,273.03
2. Employee Benefits					\$ 1,477.44		\$ 54,575.97		\$ 54,575.97
3. Consultants									\$ -
4. Equipment:									\$ -
Rental									\$ -
Repair and Maintenance									\$ -
Purchase/Depreciation									\$ -
5. Supplies:									\$ -
Educational									\$ -
Lab									\$ -
Pharmacy									\$ -
Medical							\$ 4,500.00		\$ 4,500.00
Office							\$ 2,100.00		\$ 2,100.00
6. Travel							\$ 13,000.00		\$ 13,000.00
7. Occupancy							\$ 33,000.00		\$ 33,000.00
8. Current Expenses									\$ -
Telephone							\$ 3,900.00		\$ 3,900.00
Postage							\$ 1,500.00		\$ 1,500.00
Subscriptions									\$ -
Audit and Legal							\$ 2,500.00		\$ 2,500.00
Insurance									\$ -
Board Expenses									\$ -
9. Software									\$ -
10. Marketing/Communications							\$ 300.00		\$ 300.00
11. Staff Education and Training							\$ 500.00		\$ 500.00
12. Subcontracts/Agreements									\$ -
13. Computer Purchase/MIS carryforward									\$ -
Mobile Internet Services							\$ 1,800.00		\$ 1,800.00
Indirect Fixed									\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 9,253.44	\$ -	\$ 457,949.00	\$ -	\$ 457,949.00

Indirect As A Percent of Direct

#DIV/0!

#REF!

**Exhibit B-2 Amendment #3
SFY 2020 BFPC
Budget**

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

Bidder/Program Name: Goodwin Community Health

Budget Request for: WIC Service Provider : Breastfeeding Peer Counseling
(Name of RFP)

Budget Period: Contract Period: July 1, 2019- June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages							\$ 21,020.00		\$ 21,020.00
2. Employee Benefits							\$ 2,525.00		\$ 2,525.00
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Mobile Internet Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Indirect Fixed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,545.00	\$ -	\$ 23,545.00

Indirect As A Percent of Direct

#DIV/0!

**Exhibit B-3 Amendment #3
SFY 2021 WIC
Budget**

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

Bidder/Program Name: Goodwin Community Health

Budget Request for: WIC Service Provider Carroll & Strafford County
(Name of RFP)

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

Line/Item	Total Program Costs			Contractor Share / Match			Funded by DHHS/contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages					\$ 7,778.00		\$ 340,273.03		
2. Employee Benefits					\$ 1,477.44		\$ 54,575.97		
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical							\$ 4,500.00		
Office							\$ 2,100.00		
6. Travel							\$ 13,000.00		
7. Occupancy							\$ 33,000.00		
8. Current Expenses									
Telephone							\$ 3,900.00		
Greater Seacoast Community Health							\$ 1,500.00		
RFP-2018-DPHS-11-SPEC1									
Audit and Legal							\$ 2,500.00		
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications							\$ 300.00		
11. Staff Education and Training							\$ 500.00		
12. Subcontracts/Agreements									
13. NWA Travel FFY 2018:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Mobile Internet Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 9,253.44	\$ -	\$ 459,949.00	\$ -	\$ 459,949.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: _____
Date: _____

**Exhibit B-4 Amendment #3
SFY 2021 BFPC Budget**

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

Bidder/Program Name: Goodwin Community Health

Budget Request for: WIC Service Provider : Breastfeeding Peer Counseling
(Name of RFP)

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

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	Exhibit B-3 Amendment #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,020.00	\$ -	\$ 21,020.00
2. Employee Benefits	Page 1 of 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,525.00	\$ -	\$ 2,525.00
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		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Mobile Internet Services		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Indirect Fixed		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,545.00	\$ -	\$ 23,545.00

Indirect As A Percent of Direct

#DIV/0!

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 GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65587

Certificate Number : 0004192540



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of October A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Barbara Henry, of Greater Seacoast Community Health, do hereby certify that:

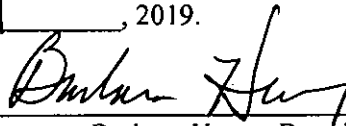
- 1. I am the duly elected Board Chair of Greater Seacoast Community Health;
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 21, 2019;

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

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

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 22, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 22nd day of April, 2019.



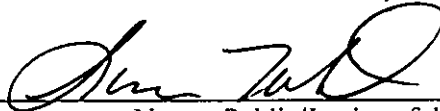
Barbara Henry, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 22nd day of April, 2019

By Barbara Henry.



Notary Public/Justice of the Peace

SIMONE R. TALBOT, Notary Public
State of New Hampshire

My Commission Expires: My Commission Expires September 13, 2022



GOODCOM-01

AMORSE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2019

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Sulta 302N Manchester, NH 03103	CONTACT Ann Morse, CIC PHONE (A/C, No, Ext): (603) 716-2367 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: amorse@clarkinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Greater Seacoast Community Health, Inc. dba Goodwin Community Health, Families First SOS Community Organization, Lilac City Pediatrics 311 Route 108 Somersworth, NH 03878	INSURER A: Tri-State Insurance Company of Minnesota	NAIC # 31003
	INSURER B: Acadia	31325
	INSURER C: Technology Insurance Company	42376
	INSURER D: AIX Specialty Insurance Co	12833
	INSURER E: INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC OTHER:			ADV5212020-15	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5331599-11	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA5214125-14	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M	N/A	TWC3756628	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	FTCA GAP Liability			LIV-A671988-04	1/1/2019	1/1/2020	Each Occurrence \$ 1,000,000
D	FTCA GAP Liability			LIV-A671988-04	1/1/2019	1/1/2020	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Health and Human Services Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

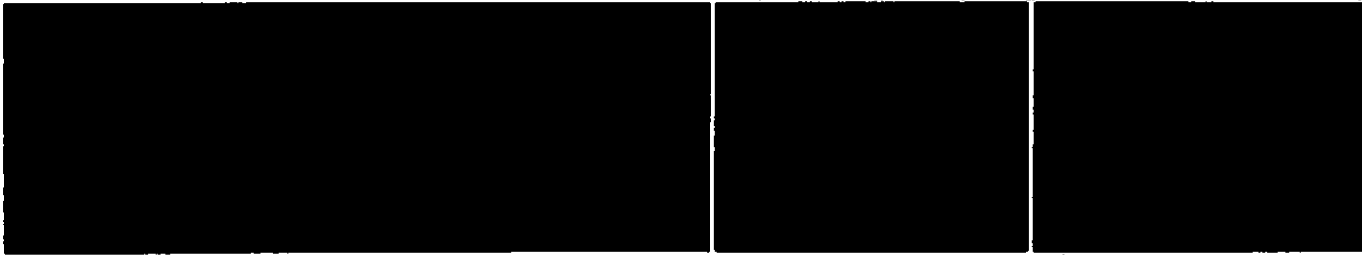
6

Greater Seacoast Community Health

Mission

“To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay.”

Board Approved on 6-25-2018



FINANCIAL STATEMENTS

December 31, 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

We have audited the accompanying financial statements of Goodwin Community Health (the Organization), which comprise the balance sheet as of December 31, 2017, and the related statements of operations and changes in net assets and cash flows for the period July 1, 2017 through December 31, 2017, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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 Goodwin Community Health as of December 31, 2017, and the results of its operations, changes in its net assets and its cash flows for the period July 1, 2017 through December 31, 2017, in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the sub-heading "Subsequent Events", Goodwin Community Health merged with Families First of the Greater Seacoast effective January 1, 2018.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
August 27, 2018

GOODWIN COMMUNITY HEALTH

Balance Sheet

December 31, 2017

ASSETS

Current assets	
Cash and cash equivalents	\$ 3,379,361
Patient accounts receivable, less allowance for uncollectible accounts of \$210,826	906,747
Grants receivable	571,752
Inventory	244,854
Other current assets	<u>33,159</u>
Total current assets	5,135,873
Investments	1,085,684
Investment in limited liability company	20,298
Property and equipment, net	<u>5,883,017</u>
Total assets	<u>\$12,124,872</u>

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	\$ 125,513
Accrued payroll and related expenses	626,521
Patient deposits	87,632
Deferred revenue	<u>7,386</u>
Total current liabilities	847,052
Net assets	
Unrestricted	<u>11,277,820</u>
Total liabilities and net assets	<u>\$ 12,124,872</u>

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

GOODWIN COMMUNITY HEALTH

Statement of Operations and Changes in Net Assets

Period July 1, 2017 through December 31, 2017

Operating revenue and support	
Patient service revenue	\$ 4,390,308
Provision for bad debts	<u>(221,076)</u>
Net patient service revenue	4,169,232
Grants, contracts, and contributions	2,168,775
Other operating revenue	<u>45,118</u>
Total operating revenue and support	<u>6,383,125</u>
Operating expenses	
Salaries and benefits	4,399,919
Other operating expenses	1,230,744
Depreciation	<u>131,549</u>
Total operating expenses	<u>5,762,212</u>
Operating surplus	<u>620,913</u>
Other revenue and gains	
Investment income	26,733
Change in fair value of investments	<u>32,437</u>
Total other revenue and gains	<u>59,170</u>
Excess of revenue over expenses and increase in unrestricted net assets	680,083
Net assets, beginning of period	<u>10,597,737</u>
Net assets, end of period	<u>\$11,277,820</u>

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

GOODWIN COMMUNITY HEALTH

Statement of Cash Flows

Period July 1, 2017 through December 31, 2017

Cash flows from operating activities	
Change in net assets	\$ 680,083
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	221,076
Depreciation	131,549
Change in fair value of investments	(32,437)
(Increase) decrease in	
Patient accounts receivable	(44,716)
Grants receivable	330,528
Inventory	(96,754)
Other current assets	(18,318)
Increase (decrease) in	
Accounts payable and accrued expenses	(36,141)
Accrued salaries and related amounts	53,863
Deferred revenue	(39,761)
Patient deposits	<u>(29,600)</u>
Net cash provided by operating activities	<u>1,119,372</u>
Cash flows from investing activities	
Capital acquisitions	(9,979)
Proceeds from sale of investments	213,358
Purchase of investments	<u>(130,313)</u>
Net cash provided by investing activities	<u>73,066</u>
Net increase in cash and cash equivalents	1,192,438
Cash and cash equivalents, beginning of period	<u>2,186,923</u>
Cash and cash equivalents, end of period	<u>\$ 3,379,361</u>

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

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2017

1. Summary of Significant Accounting Policies

Organization

Goodwin Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) that provides fully integrated medical, behavioral, oral health, recovery services and social support for the low income population.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. In addition, patient balances receivable in excess of 90 days old are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2017

A reconciliation of the allowance for uncollectible accounts at December 31, 2017 follows:

Balance, beginning of year	\$ 203,232
Provision	221,076
Write-offs	<u>(213,482)</u>
Balance, end of year	\$ <u>210,826</u>

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or retail.

Investments

The Organization reports investments at fair value. Investments include assets held for long-term purposes. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statements of operations. The election was made because the Organization believes reporting the activity as a single amount provides a clearer measure of the investment performance.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Investment in Limited Liability Company

The Organization is one of eight members who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$20,298 at December 31, 2017.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2017

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2017

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions."

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services for the period July 1, 2017 through December 31, 2017 are as follows:

Program services	\$ 4,764,063
Administrative and general	835,153
Fundraising	<u>162,996</u>
Total	<u>\$ 5,762,212</u>

Excess of Revenue Over Expenses

The statement of operations and changes in net assets reflects the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through August 27, 2018, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

Effective January 1, 2018, the Organization merged with Families First of the Greater Seacoast (FFGS). FFGS is a not-for-profit corporation organized in New Hampshire. FFGS is also an FQHC providing similar services in service areas overlapping with the Organization. All services previously performed by both organizations will continue in a new not-for-profit corporation known as Greater Seacoast Community Health with a calendar fiscal year.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2017

2. Investments and Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value measured on a recurring basis:

	Investments at Fair Value as of December 31, 2017			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 30,591	\$ -	\$ -	\$ 30,591
Municipal bonds	-	296,753	-	296,753
Exchange traded funds	345,120	-	-	345,120
Mutual funds	<u>413,220</u>	<u>-</u>	<u>-</u>	<u>413,220</u>
Total investments	<u>\$ 788,931</u>	<u>\$ 296,753</u>	<u>\$ -</u>	<u>\$ 1,085,684</u>

Municipal bonds are valued based on quoted market prices of similar assets.

3. Property and Equipment

Property and equipment consisted of the following at December 31, 2017:

Land	\$ 718,427
Building and improvements	5,898,298
Furniture, fixtures, and equipment	<u>1,552,983</u>
Total cost	8,169,708
Less accumulated depreciation	<u>2,286,691</u>
Property and equipment, net	<u>\$ 5,883,017</u>

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2017

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Patient Service Revenue

Patient service revenue for the period July 1, 2017 through December 31, 2017 is as follows:

Medicare	\$ 383,956
Medicaid	1,581,270
Third-party payers and self pay	<u>1,733,520</u>
Total patient service revenue	3,698,746
Contracted pharmacy revenue	<u>691,562</u>
Total	<u>\$ 4,390,308</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2017

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Organization this policy amounted to approximately \$217,000 for the period July 1, 2017 through December 31, 2017.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

5. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. For the period July 1, 2017 through December 31, 2017, contributions amounted to \$61,412.

6. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was \$578,496 for the period July 1, 2017 through December 31, 2017. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2017

7. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At December 31, 2017, Medicare represented 20% and Medicaid represented 13% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the year ended December 31, 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 70% of grants, contracts, and contributions.

8. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of December 31, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.



**Board of Directors
Calendar Year 2019**

Name/Address	Phone/Email	Occupation
Chair Barbara Henry [Redacted]	[Redacted]	Retired Newspaper Publisher
Vice Chair Valerie Goodwin [Redacted]	[Redacted]	Retired Business Consumer
Board Treasurer Dennis Veilleux [Redacted]	[Redacted]	Accounting Manager
Board Secretary Jennifer Glidden [Redacted]	[Redacted]	DHHS Admin. Supervisor Consumer
Karin Barndollar [Redacted]	[Redacted]	Export Manager Consumer
Mark Boulanger [Redacted]	[Redacted]	CPA
Don Chick [Redacted]	[Redacted]	Photographer Consumer
Lisa Hall [Redacted]	[Redacted]	Retired Accountant
Jo Jordon [Redacted]	[Redacted]	Emergency Management Consumer
Abigail Sykas Karoutas [Redacted]	[Redacted]	Attorney
Allison Neal [Redacted]	[Redacted]	Education Consultant Consumer
John Pelletier [Redacted]	[Redacted]	Retired Truck Driver/Veteran Consumer
James Sepanski [Redacted]	[Redacted]	Financial Executive

Name/Address	Phone/Email	Occupation
Yulia Rothenberg [REDACTED]	[REDACTED]	Education Consultant Consumer
Kathy Scheu [REDACTED]	[REDACTED]	Medical/Laboratory Product Sales
Dan Schwarz [REDACTED]	[REDACTED]	Attorney Consumer
Jeffrey Segil, MD [REDACTED]	[REDACTED]	Physician-OB/GYN
David B. Staples, DDS [REDACTED]	[REDACTED]	Dentist Consumer

JANET M. LAATSCH
311 Route 108
Somersworth, NH 03878

Jlaatsch@GoodwinCH.org

603-853-0065

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

WORK EXPERIENCE:

Goodwin Community Health (GCH)

Somersworth, NH

Chief Executive Officer

2001-Present

2005-Present

Accomplishments:

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

Responsibilities:

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

Finance Director

2002-2005

Accomplishments:

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

Responsibilities:

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

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

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

Accomplishments:

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

Responsibilities:

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

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

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

Accomplishments:

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

Responsibilities:

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

EDUCATION:

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

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

LICENSES/CERTIFICATES:

Real Estate Broker
N.H. Nursing License

PROFESIONAL:

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

Riona A. Corr Francoeur

office (603)-994-6367

rcorr@goodwinch.org

EDUCATION

Bachelor of Science in Nutrition and Dietetics, Minor in Science
Marywood University, College of Health and Human Services, Scranton, PA (May 2010)

Masters of Science in Nutrition and Health Promotion, Certification in Sports Nutrition
Simmons College, School of Nursing and Health Sciences, Boston, MA (not completed; postponed)

WORK EXPERIENCE

Director of WIC Services and Nutrition Coordinator, Strafford and Carroll Counties, NH (June 2016-Present)
Greater Seacoast Community Health Center
d.b.a. Goodwin Community Health Center

- Responsible for WIC, BFPC and CSFP grants at Goodwin Community Health Center servicing Strafford and Carroll Counties, through NH DHHS and the daily operations of each grant including clinic coordination
- Responsible for staffing and performance evaluations under grants listed
- Responsible for budget, workplans, outreach, operations and functions of each grant listed above
- Responsible for Primary Care Nutritionist at GCH
- Responsible for Prenatal Nutritionist at GCH
- Responsible for all non computer inventory purchased from WIC /BFPC/CSFP funding
- Responsible for MIS System- Client Services, computer inventory and maintenance
- Member of Safety Committee, CQI, and Strafford County Public Health Network workgroups at GCH
- Integral part of leadership team at GCH
- Integral part of community networks in Strafford and Carroll counties

Supervisor and Nutrition Coordinator

Goodwin Community Health, WIC Program, Somersworth, NH (October 2012-June 2016)

- Responsible for the daily operation of WIC and CSFP Programs at Goodwin.
- Assist in the hiring, termination and training and workflows of WIC and CSFP staff
- Develop the WIC/CSFP work plan and program measures and reporting on workplan.
- Responsible for scheduling and clinic locations of WIC/CSFP
- Responsible for WIC and CSFP IT equipment and maintaining logs, trainings, updates and reporting.
- Responsible for WIC /CSFP inventory and equipment
- Maintain WIC computer hardware and software.
- Attend WIC Nutritionists' meetings at State Agency and schedule and coordinate GCH Nutritionist meetings
- Attend GCH management meetings and trainings
- Member of Safety Committee, Continuous Quality Improvement Committee and Farmers Market Committee
- Provide referral information for applicants to local agencies regarding housing, food availability and healthcare
- Provide In-services to local hospitals and doctors offices regarding WIC and infant formula
- Perform clinic procedures as necessary breastfeeding counseling, nutrition counseling, anthropometric data collection, hematological data collection, immunization screening, food instrument
- Plan and execute department meetings, events, nutrition in-services, trainings and coordination of grants between departments
- Local agency state newsletter and entering information to marketing department as needed for department updates.
- Responsible for staff annual evaluations
- Oversee and supervise Primary Care Nutritionist
- Oversee and supervise PN nutritionist

Clinic Nutritionist

Southern New Hampshire Services, INC., WIC Clinic, Manchester, NH (November 2010-October 2012)

- Complete nutrition assessment for participants by determining certification reason based on risk
- Provide nutrition counseling and education for clients

- Volunteered to assist with nutrition education, cooking demonstrations and answering health related questions for low-income families at the local Boys and Girls Club

Volleyball Coach, Saint Thomas Aquinas High School, Dover, NH (2010 Season)

- Volunteered to teach and demonstrate high school level volleyball ages 14-18 (all participating levels)
- Managed scoreboard and libero tracking at organized events

St. Francis of Assisi Soup Kitchen, Scranton, PA (2009)

- Volunteered in arranging dining hall, preparation of food, serving of food, and cleaning up kitchen and dining hall

Kids Club, Marywood University (2006-2008)

- Created decorations and murals for Kids Club event and set up game tables, activities, and food tables
- Volunteered as "big sister" for under privileged children and escorted through event

ADDITIONAL ACTIVITIES

Sports

Volleyball, Marywood University, Scranton PA (2006-2009)

- Participated in four years of NCAA volleyball
- Obtained leadership role as captain in 2008-2009 seasons
- Second person in Marywood's history to reach the 1000+ Assists Club
- Succeeded in organizing and fundraising team events as well as volunteer work
- Responsible for reporting team's concerns and dealt with personal conflicts of team members

CERTIFICATIONS, CONTINUING EDUCATION & ACQUIRED SKILLS

Certification:

CPR AED Certified, Heartsaver, *American Heart Association* (November 2012-November 2014)

Hemocue (January 2013)

TIPS Certified, Maryland (September 2012)

JDC, *Using WHO growth charts in the United States among children birth to 2 years* (June 2012)

IMPACT Certified (Jan 2011)

Nonviolent Crisis Intervention (Jan 2011)

Loving Support through Peer Counseling (Nov 2010)

Continuing Education/ Trainings:

National WIC Association Conferences, (annually nationwide since 2013- Present)

Customer Service Excellence (November 2015)

Civil Rights in FNS, USDA (October 2015-2017)

Maternal Child Health, University of Tennessee (2013,2014,2015)

VENA Webinar, Connection Information (September 2014)

Management Leadership Training Series (May 2014)

NH Infant Safe Sleep Symposium (October 2013)

Career and Business Coaching (February-March 2013)

Public Health Quality Improvement 101, (February 2013)

Motivational Interviewing in Health Care, (December 2011)

DEHS Substance Abuse Conference, "Helping Professionals to Help Families around Tobacco, Alcohol and Other Drug Use", (October 2011)

New Hampshire Breastfeeding Task Force Conference, (June 2013, May 2012, May 2011)

American Dietetic Association, FNCE- Denver, CO (Nov 2009)

Skills:

Computer skills: Microsoft Office-Word, Excel Powerpoint, Publisher, etc

EMR: Citrix CHAN

Data Entry: SPSS version 7.0, Starline: Client Services

Nutrition Programs: Diet Analysis, the Nutrition Company FoodWorks, Geri Menu, Starline Client Services,

Counseling skills: GTHOM, Behavior Change Model, Motivational Interviewing, VENA, Loving Support through Peer Counseling

Erin E. Ross

Objective

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

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills with a strong background using all applications within Microsoft Office programs.

Education

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

Related Experience

August 2006 – Present **Service Expansion Director**
Avis Goodwin Community Health Center

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

May 2005 – August 2006 **Site Manager, Dover Location**
Avis Goodwin Community Health Center

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

January 2005 – November 2005 **Front Office Manager**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – Present **Dental Coordinator**
Avis Goodwin Community Health Center

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

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

Administrative Assistant to Medical Director
Avis Goodwin Community Health Center

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

December 2002 – May 2004

Billing Associate
Avis Goodwin Community Health Center

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

June 2002 - December 2002

Billing Associate
Automated Medical Systems
Salem, New Hampshire 03079

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

Work Experience

October 1998 – May 2002

Building Manager
Memorial Union Building – UNH
Durham, New Hampshire 03824

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

References

Available upon request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Greater Seacoast Community Health

Name of Program: WIC & BFPC

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Janet Laatsch	Chief Executive Officer	\$213,366	0.00%	\$0.00
Erin Ross	Chief Financial Officer	\$146,972	0.00%	\$0.00
Riona Corr	WIC Director	\$41,677	100.00%	\$41,676.80
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$41,676.80

BUDGET PERIOD: SFY 21				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Janet Laatsch	Chief Executive Officer	\$213,366	0.00%	\$0.00
Erin Ross	Chief Financial Officer	\$146,972	0.00%	\$0.00
Riona Corr	WIC Director	\$41,677	100.00%	\$41,676.80
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$41,676.80



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

23 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 1, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend three (3) of the four (4) existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$18,700, from \$6,004,475 to 6,023,175, with no change to the contract completion date of June 30, 2019, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

The original contracts were approved by the Governor & Executive Council on June 21, 2017 (Item #45), and subsequently amended on June 6, 2018 (Item #14).

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,594,330	\$7,100	\$1,601,430
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$999,678	\$7,000	\$1,006,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$0	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$665,999	\$4,600	\$670,599
	Total:		\$6,004,475	\$18,700	\$6,023,175

Funds to support this request are available in the following accounts in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to increase funding for Breastfeeding Peer Counseling Services for State Fiscal Year 2019. These additional funds will allow for increased promotion and support activities for the Breastfeeding Peer Counseling Program.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants and Children supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives and nutrition education that could improve health outcomes and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN #

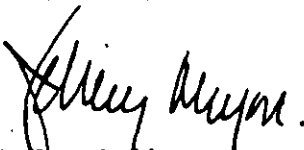
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure
CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,

Approved by:


Jeffrey A. Meyers
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC
SUPPLEMENTAL NUTRITION PROGRAM**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			Sub-Total	\$795,465	\$0	\$795,465

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$7,100	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			Sub-Total	\$782,865	\$7,100	\$789,965

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			Sub-Total	\$498,814	\$0	\$498,814

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$7,000	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			Sub-Total	\$491,164	\$7,000	\$498,164

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			Sub-Total	\$1,369,034	\$0	\$1,369,034

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			Sub-Total	\$1,345,034	\$0	\$1,345,034

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			Sub-Total	\$327,772	\$0	\$327,772

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$4,600	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			Sub-Total	\$327,249	\$4,600	\$331,849
			Funding Source Total	\$5,937,397	\$18,700	\$5,956,097

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH; BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			Sub-Total	\$16,000	\$0	\$16,000

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	\$9,700
			Sub-Total	\$9,700	\$0	\$9,700

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			Sub-Total	\$30,400	\$0	\$30,400

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			Sub-Total	\$6,978	\$0	\$6,978
		Funding Source Total		\$63,078	\$0	\$63,078

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$6,004,475	\$18,700	\$6,023,175



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2nd Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 19th day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Seacoast Community Health (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), as amended on June 6, 2018 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:
Greater Seacoast Community Health.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,006,678.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete in its entirety Exhibit B-3, Budget, and replace with Exhibit B-3 Amendment #2, SFY 2019 BFPC Budget.



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

3/9/19
Date

[Signature]
Name: LISA MORRIS
Title: DIRECTOR, DPHS

Greater Seacoast Community Health

2/25/2019
Date

[Signature]
Name: CEO
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on February 25TH, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]

Signature of Notary Public or Justice of the Peace

Simone Talbot, Exec. Asst.
Name and Title of Notary or Justice of the Peace

My Commission Expires: SIMONE R. TALBOT, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

3/17/2019
Date

[Signature]
Name: *Walter J. Smith*
Title: *Senior Asst. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit B-3 Amendment #2
SFY 2019 BFPC Budget**

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

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: WSC Service Provider : Breastfeeding Peer Counseling
(Name of RFP)

Budget Period: 7/1/2018-6/30/2019 (SFY18)

Line Item	Direct		Total Program Cost		Contractor Share / Match			Funded by DHHS (contract share)		
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	Match	Incremental	Fixed	Total
1. Total Salary/Wages	\$ 20,473.81	\$ -	\$ 20,473.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,473.81
2. Employee Benefits	\$ 3,071.08	\$ -	\$ 3,071.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,071.08
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mobile Internet Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Fixed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Project	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00
TOTAL	\$ 30,544.89	\$ -	\$ 30,544.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,544.89
Indirect As A Percent of Direct										0.0%

Y
2/25/2019



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 15, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475, and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$646,498	\$19,501	\$665,999
	Total:		\$5,878,624	\$125,851	\$6,004,475

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

See Attached Fiscal Details for Funding Distribution

EXPLANATION

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.

New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.


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

Respectfully submitted,



Lisa M. Morris, MSSW
Director

Approved by



Jeffrey A. Meyers
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counselling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH
AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			Sub-Total	\$782,865	\$12,600	\$795,465

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			Sub-Total	\$780,865	\$2,000	\$782,865

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			Sub-Total	\$491,164	\$7,650	\$498,814

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			Sub-Total	\$489,164	\$2,000	\$491,164

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			Sub-Total	\$1,345,034	\$24,000	\$1,369,034

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$101,643	\$2,000	\$103,643
			Sub-Total	\$1,343,034	\$2,000	\$1,345,034

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$5,523	\$5,523
			Sub-Total	\$322,249	\$5,523	\$327,772

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding/Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006041	\$24,136	\$7,000	\$26,36
			Sub-Total	\$320,249	\$7,000	\$327,249
		Funding Source Total		5,874,624	\$62,773	\$5,937,397

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$16,000	\$16,000
			Sub-Total	\$0	\$16,000	\$16,000

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$9,700	9,700
			Sub-Total	\$0	\$9,700	\$9,700

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$30,400	\$30,400
			Sub-Total	\$0	\$30,400	\$30,400

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$6,978	\$6,978
			Sub-Total	\$0	\$6,978	\$6,978
		Funding Source Total		\$0	\$63,078	\$63,078

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES; WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$5,878,624	\$125,851	\$6,004,475

**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1st Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #1") dated this 25th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 999,678.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services
5. Delete in its entirety Exhibit B-2, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Budget.
6. Delete in its entirety Exhibit B-4, Budget, and replace with Exhibit B-2 Amendment #1, SFY 2019 WIC Budget.
7. Add Exhibit B-5 Amendment #1, Budget.
8. Add Exhibit K, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services



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,

5/10/18
Date

State of New Hampshire
Department of Health and Human Services

Lisa Morris
Name: LISA MORRIS
Title: DIRECTOR, DPHS

4/26/2018
Date

Goodwin Community Health Center

Janet Laatsch
Name: Janet Laatsch
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Stafford on 4/26/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

George R. Talbot
Signature of Notary Public or Justice of the Peace

Simone Talbot Executive Asst.
Name and Title of Notary or Justice of the Peace

GEORGE R. TALBOT, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022

New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

5-23-18
Date

[Signature]
Name: *Rebecca W. Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Vendor shall use additional funding:
 - 2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;
 - 2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;
 - 2.1.1.2. Must be in place no later than June 30, 2018.
 - 2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;
 - 2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30th, 2018;

**Exhibit B-1 Amendment #1
SFY 2018 WIC Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
Bidder/Program Name: Goodwin Community Health										
Budget Request for: WIC Service Provider Carroll & Stafford County (Name of RFP)										
Budget Period: 7/1/2017-6/30/2018 (SFY18)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS/contract share			
	Direct Amendment	Indirect Funds	Total	Direct Incremental	Indirect Funds	Total	Direct Amendment	Indirect Funds	Total	
1. Total Salaries/Wages	\$ 330,658.03	\$ -	\$ 330,658.03	\$ -	\$ -	\$ -	\$ 330,658.03	\$ -	\$ 330,658.03	
2. Employee Benefits	\$ 61,231.02	\$ -	\$ 61,231.02	\$ -	\$ -	\$ -	\$ 61,231.02	\$ -	\$ 61,231.02	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00	
Office	\$ 5,800.00	\$ -	\$ 5,800.00	\$ -	\$ -	\$ -	\$ 5,800.00	\$ -	\$ 5,800.00	
6. Travel	\$ 11,443.05	\$ -	\$ 11,443.05	\$ -	\$ -	\$ -	\$ 11,443.05	\$ -	\$ 11,443.05	
7. Occupancy	\$ 28,600.00	\$ -	\$ 28,600.00	\$ -	\$ -	\$ -	\$ 28,600.00	\$ -	\$ 28,600.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	
Postage	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	
Insurance	\$ 7,250.00	\$ -	\$ 7,250.00	\$ -	\$ -	\$ -	\$ 7,250.00	\$ -	\$ 7,250.00	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00	
11. Staff Education and Training	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00	
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Computer Purchases/MS carryover	\$ 7,850.00	\$ -	\$ 7,850.00	\$ -	\$ -	\$ -	\$ 7,850.00	\$ -	\$ 7,850.00	
Mobile Internet Service	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00	
Indirect Funds	\$ -	\$ 5,468.50	\$ 5,468.50	\$ -	\$ -	\$ -	\$ -	\$ 5,468.50	\$ 5,468.50	
TOTAL	\$ 683,808.78	\$ 5,468.50	\$ 678,281.00	\$ -	\$ -	\$ -	\$ 683,808.78	\$ 5,468.50	\$ 678,281.00	

Indirect As A Percent of Direct

1.2%

**Exhibit B-2 Amendment #1
SFY 2018 Budget**

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

Division/Program Name: Goodwin Community Health

Budget Request for: WIC Service Provider Carrol & Stafford County
(Name of RFP)

Budget Period: 7/1/2018-6/30/2018 (SFY18)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salaries/Wages	\$ 528,773.00	\$ 10,003.00	\$ 538,776.00	\$ -	\$ 10,003.00	\$ 10,003.00	\$ 528,773.00	\$ -	\$ 528,773.00
2. Employee Benefits	\$ 81,773.36	\$ 1,818.00	\$ 83,591.36	\$ -	\$ 1,818.00	\$ 1,818.00	\$ 81,773.36	\$ -	\$ 81,773.36
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	\$ 4,200.00	-	\$ 4,200.00	-	-	-	\$ 4,200.00	-	\$ 4,200.00
Office	\$ 8,600.00	-	\$ 8,600.00	-	-	-	\$ 8,600.00	-	\$ 8,600.00
6. Travel	\$ 11,322.81	-	\$ 11,322.81	-	-	-	\$ 11,322.81	-	\$ 11,322.81
7. Occupancy	\$ 28,000.00	-	\$ 28,000.00	-	-	-	\$ 28,000.00	-	\$ 28,000.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephones	\$ 1,500.00	-	\$ 1,500.00	-	-	-	\$ 1,500.00	-	\$ 1,500.00
Postage	\$ 1,100.00	-	\$ 1,100.00	-	-	-	\$ 1,100.00	-	\$ 1,100.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	\$ 8,000.00	-	\$ 8,000.00	-	-	-	\$ 8,000.00	-	\$ 8,000.00
Insurance	\$ 8,000.00	-	\$ 8,000.00	-	-	-	\$ 8,000.00	-	\$ 8,000.00
Board Expenses	-	-	-	-	-	-	-	-	-
9. Journey	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	\$ 250.00	-	\$ 250.00	-	-	-	\$ 250.00	-	\$ 250.00
11. Staff Education and Training	\$ 1,000.00	-	\$ 1,000.00	-	-	-	\$ 1,000.00	-	\$ 1,000.00
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. WVA Travel FFY 2018	\$ 2,000.00	-	\$ 2,000.00	-	-	-	\$ 2,000.00	-	\$ 2,000.00
Mobile Internet Services	\$ 800.00	-	\$ 800.00	-	-	-	\$ 800.00	-	\$ 800.00
TOTAL	\$ 687,818.08	\$ 11,818.00	\$ 700,000.00	\$ -	\$ 11,818.00	\$ 11,818.00	\$ 687,818.08	\$ -	\$ 687,818.08

Indirect As A Percent of Direct

2.5%

Contractor Initials: _____
Date: _____

**Exhibit B-3 Amendment #1
Infrastructure Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: Goodwin Community Health											
Budget Request for: VOC Service Provider : Infrastructure (Name of RFP)											
Budget Period: 7/1/2017-6/30/2018 (SFY18)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS' contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salaries/Wages											
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											
Acct and Legal											
Insurance											
Board Expenses											
9. Software											
10. Marketing/Communications											
11. Staff Education and Training											
12. Subcontracts/Agreements											
13. Computer Equipment Purchases	\$ 9,700.00		\$ 9,700.00				\$ 9,700.00			\$ 9,700.00	
Mobile Internet Services											
Indirect Fixed											
TOTAL			\$ 9,700.00				\$ 9,700.00			\$ 9,700.00	

Indirect As A Percent of Direct

NON/0



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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max

May 1, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
	Total:		\$5,878,624

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified, without further approval from the Governor and Executive Council.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

Community Action Program for Belknap and Merrimack Counties

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,802
			Sub-Total:	\$782,865

Goodwin Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

Southern New Hampshire Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312

Community Action Program for Belknap and Merrimack Counties

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,865

Goodwin Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

Southern New Hampshire Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,668
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

EXPLANATION

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups; pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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These contracts contain language which allows the Department to extend contracted services for up to four additional years, contingent upon satisfactory performance, continued funding and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

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

Respectfully submitted,



Lisa Morris
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Special Supplemental Nutrition
Program for Women, Infants & Children**

RFP-2018-DPHS-11-SPEC1

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. CAP Belknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	167
	200	182
	200	182

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin
Lissa Sirols, Administrator
4. Nutrition Services DPHS
5. _____
6. _____

45.2r

Subject: WIC and Breastfeeding Peer Counseling Services (RFP-2018-DPHS-11-SPEC-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Goodwin Community Health Center		1.4 Contractor Address 311 Route 108, Somersworth NH 03878	
1.5 Contractor Phone Number 603-749-2346	1.6 Account Number 05-95-90-902010-5260-102-500731 05-95-90-902010-5260-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$980,328
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature <i>Janet Leutsch</i>		1.12 Name and Title of Contractor Signatory <i>Janet Leutsch, CEO</i>	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Strafford</u> On <u>May 10, 2017</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 s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Signature]</i> [Seal]		ELIZABETH A. CLEMENCE Notary Public, State of New Hampshire My Commission Expires April 6, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Elizabeth Clemence, Notary</i>			
1.14 State Agency Signature <i>[Signature]</i> Date: <u>5/15/17</u>		1.15 Name and Title of State Agency Signatory <i>LISA MORRIS, DIRECTOR</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <i>Megan A. York Attorney 5/26/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

2. STATEMENT OF WORK

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
 - 2.2.1 Provide WIC services to the contracted caseload of 2,513 to include women, infants and children each month utilizing the StarLINC MIS system in the counties of Carroll and Strafford.
 - 2.2.2 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
 - 2.2.3 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
 - 2.2.4 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.
 - 2.2.5 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:



Exhibit A

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- 2.2.5.1 Include national WIC enrollment and retention website (www.signupwic.com) in outreach materials and on individual agency website;
 - 2.2.5.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
 - 2.2.5.3 Distribution of WIC informational booklets and referral materials;
 - 2.2.5.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
 - 2.2.5.5 Maintenance of participant waiting list, if appropriate;
 - 2.2.5.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
 - 2.2.5.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
 - 2.2.5.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.6 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
- 2.2.6.1 A minimum of twenty-five (25) enrolled participants;
 - 2.2.6.2 Nearby WIC-authorized food stores;
 - 2.2.6.3 Other community and health services that serve WIC eligible participants; and
 - 2.2.6.4 Available transportation for accessing the WIC clinic.
- 2.2.7 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.8 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.9 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.10 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.11 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.12 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.
- 2.2.13 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.



Exhibit A

- 2.2.14 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
- 2.2.15 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
- 2.2.16 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
- 2.2.17 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
- 2.2.18 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract
- 2.2.19 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
- 2.2.20 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
- 2.2.21 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.22 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
- 2.2.23 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.24 Conduct special projects as appropriate funding is received.
- 2.2.25 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30th of each contract year.
- 3.2 The Contractor shall provide a mid-year progress report no later than January 30th of each contract year.



Exhibit A

- 3.3 The Contractor shall provide a year-end report no later than June 30th of each contract year.

4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

5. PERFORMANCE MEASURES

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department



Exhibit A

and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:

- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3rd month of pregnancy.
- 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5th birthday.
- 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
- 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
- 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.

5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

Workplan Schedule

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019

Contractor Initials: *RL*
 Date: 5-10-17



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2, B-3 and B-4.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. 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.
 - 4.2. The invoices must:
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

Exhibit B

Page 1 of 1

Contractor Initials

JK

Date

5-10-17

**Exhibit B-1
Budget**

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

Bidder/Program Name: **Cooper's Community Health**

Budget Request for: **OPPC Service Provider Carroll & Stafford County
(State of NH)**

Budget Period: **7/1/2017-6/30/2018 (FYP18)**

Line Item	Fiscal Year 2017		Fiscal Year 2018		Contractor Price / Match		Funded by DHH Contract	
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
1. Total Salary/Wages	20,472.81		20,472.81		20,472.81		20,472.81	
2. Employee Benefits	3,071.09		3,071.09		3,071.09		3,071.09	
3. Consultants								
4. Equipment								
Rental								
Repair and Maintenance								
Purchase/Depreciation								
5. Supplies								
Educational								
Lab								
Pharmacy								
Medical								
Office								
6. Travel								
7. Occupancy								
8. Contract Expenses								
Telephone								
Postage								
Subscriptions								
Audit and Legal								
Insurance								
Board Expenses								
9. Dues/Fees								
10. Marketing/Communications								
11. Staff Education and Training								
12. Subcontract/Outsourcing								
13. Other Specific Direct Materials								
Media Internet Services								
TOTAL	23,543.90		23,543.90		23,543.90		23,543.90	

Indirect As A Percent of Direct

14.94

Contractor Initials: *[Signature]*
Date: **5-10-17**

Exhibit B-2
Budget

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

Child/Program Name: Goodwin Community Health

Budget Request for: YSC Service Provider Carroll & Strafford County
(State of NH)

Budget Period: 07/0017-06/30/18 (SFY18)

Line Item	Fiscal Year 2017		Fiscal Year 2018		Fiscal Year 2019		Fiscal Year 2020		Fiscal Year 2021		Fiscal Year 2022	
	Original	Revised	Original	Revised	Original	Revised	Original	Revised	Original	Revised	Original	Revised
1. Total Person/Office	329,850.00	329,850.00	11,127.00	11,127.00	340,977.00	340,977.00	-	-	-	-	348,977.00	348,977.00
2. Employee Benefits	89,881.00	89,881.00	2,001.00	2,001.00	91,882.00	91,882.00	-	-	-	-	93,883.00	93,883.00
3. Conferences	-	-	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-	-	-
5. Travel	-	-	-	-	-	-	-	-	-	-	-	-
6. Health and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
7. Purchase/Operation	-	-	-	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-	-	-	-	-	-
10. Legal	-	-	-	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-
12. Medical	4,200.00	4,200.00	-	-	4,200.00	4,200.00	-	-	-	-	4,200.00	4,200.00
13. Office	8,800.00	8,800.00	-	-	8,800.00	8,800.00	-	-	-	-	8,800.00	8,800.00
14. Travel	11,443.00	11,443.00	-	-	11,443.00	11,443.00	-	-	-	-	11,443.00	11,443.00
15. Occupancy	28,000.00	28,000.00	-	-	28,000.00	28,000.00	-	-	-	-	28,000.00	28,000.00
16. Current Expenses	-	-	-	-	-	-	-	-	-	-	-	-
17. Telephone	1,500.00	1,500.00	-	-	1,500.00	1,500.00	-	-	-	-	1,500.00	1,500.00
18. Postage	1,100.00	1,100.00	-	-	1,100.00	1,100.00	-	-	-	-	1,100.00	1,100.00
19. Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-
20. Auto and Lease	8,000.00	8,000.00	-	-	8,000.00	8,000.00	-	-	-	-	8,000.00	8,000.00
21. Insurance	8,000.00	8,000.00	-	-	8,000.00	8,000.00	-	-	-	-	8,000.00	8,000.00
22. Rent Expenses	-	-	-	-	-	-	-	-	-	-	-	-
23. Software	-	-	-	-	-	-	-	-	-	-	-	-
24. Marketing/Communications	800.00	800.00	-	-	800.00	800.00	-	-	-	-	800.00	800.00
25. Staff Education and Training	1,250.00	1,250.00	-	-	1,250.00	1,250.00	-	-	-	-	1,250.00	1,250.00
26. Professional/Management	-	-	-	-	-	-	-	-	-	-	-	-
27. Other (Specify details mandatory)	800.00	800.00	-	-	800.00	800.00	-	-	-	-	800.00	800.00
28. Mobile Internet Expense	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	434,095.00	434,095.00	13,127.00	13,127.00	447,222.00	447,222.00	-	-	-	-	454,484.00	454,484.00

Indirect As A Percent of Direct

2.5%

Contractor Initial: *GL*
Date: *5-10-17*

**Exhibit B-3
Budget**

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

Division/Program Name: **Geosheila Community Health**

Budget Request for: **EFPC Service Provider Carroll & Strafford County**
(Name of FPO)

Budget Period: **7/1/2018-6/30/2019 (FY19)**

Line Item	Original Budget	Amended Budget	Current Budget	Change	Change	Change	Change	Change	Change
1. Total Salaries/Wages	20,472.81	3,060.23	23,534.18			3,060.23	3,060.23	23,472.81	23,472.81
2. Employee Benefits	3,071.09	458.04	3,630.13			458.04	458.04	3,671.09	3,671.09
3. Consultants	-	-	-			-	-	-	-
4. Contract	-	-	-			-	-	-	-
Rent	-	-	-			-	-	-	-
Food and Materials	-	-	-			-	-	-	-
Postage/Communication	-	-	-			-	-	-	-
5. Supplies	-	-	-			-	-	-	-
Educational	-	-	-			-	-	-	-
Lab	-	-	-			-	-	-	-
Pharmacy	-	-	-			-	-	-	-
Medical	-	-	-			-	-	-	-
Office	-	-	-			-	-	-	-
6. Travel	-	-	-			-	-	-	-
7. Occupancy	-	-	-			-	-	-	-
8. Clerical Expenses	-	-	-			-	-	-	-
Telephone	-	-	-			-	-	-	-
Postage	-	-	-			-	-	-	-
Subscriptions	-	-	-			-	-	-	-
Auto and Lease	-	-	-			-	-	-	-
Insurance	-	-	-			-	-	-	-
Board Expenses	-	-	-			-	-	-	-
9. Reimburse	-	-	-			-	-	-	-
10. Materials/Commodities	-	-	-			-	-	-	-
11. Fuel Expenses and Tolls	-	-	-			-	-	-	-
12. Reprographics/Printings	-	-	-			-	-	-	-
13. Other specific items mandatory	-	-	-			-	-	-	-
14. Utility Internal Services	-	-	-			-	-	-	-
TOTAL	23,543.90	3,618.27	27,162.17			3,618.27	3,618.27	23,543.90	23,543.90

Indirect As A Percent of Direct

14.8%

Comptroller Initials: *SL*
Date: *5-10-17*

**Exhibit B-4
Budget**

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

Child/Program Name: Goodwin Community Health

Budget Request for: WSC Service Provider Carroll & Stafford County
(State of NH)

Budget Period: 7/1/2013-6/30/2014 (9FY13)

Line Item	Fiscal Year 2013		Fiscal Year 2014		Contractor Share (10%)		Total	
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
1. Total Budget/Request	338,773.00		10,000.00		328,773.00		338,773.00	
2. Personnel Benefits	61,773.00		1,816.00		59,957.00		61,773.00	
3. Capital	-		-		-		-	
4. Equipment	-		-		-		-	
Rental	-		-		-		-	
Repair and Maintenance	-		-		-		-	
Purchase/Construction	-		-		-		-	
5. Supplies	-		-		-		-	
Lab	-		-		-		-	
Pharmacy	-		-		-		-	
Medical	4,000.00		-		4,000.00		4,000.00	
Other	3,000.00		-		3,000.00		3,000.00	
6. Travel	11,322.81		-		11,322.81		11,322.81	
7. Occupancy	29,000.00		-		29,000.00		29,000.00	
8. General Expenses	-		-		-		-	
Telephone	1,000.00		-		1,000.00		1,000.00	
Printing	1,100.00		-		1,100.00		1,100.00	
Books/Journals	-		-		-		-	
Audit and Legal	5,000.00		-		5,000.00		5,000.00	
Insurance	6,000.00		-		6,000.00		6,000.00	
Board Expenses	-		-		-		-	
9. Others	-		-		-		-	
10. Marketing/Communications	230.00		-		230.00		230.00	
(1) Staff Education and Training	1,000.00		-		1,000.00		1,000.00	
12. Subcontract/Agreements	-		-		-		-	
13. Other (specify each separately):	-		-		-		-	
Mobile Internet Services	500.00		-		500.00		500.00	
TOTAL	484,518.00		11,816.00		472,702.00		484,518.00	

Indirect As A Percent of Direct

2.5%

Contractor Initials: JL
Date: 5-20-13



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

Exhibit C - Special Provisions

Contractor Initials

0827/14

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Date 5/10/14



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13168, 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.



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 1.8 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. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS.

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name:

5-10-07
Date

Janet Laatsch
Name:
Title: CEO, Janet Laatsch



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5-10-17
Date

Janet Laatsch
Name:
Title: CEO, Janet Laatsch

Exhibit E - Certification Regarding Lobbying

Contractor Initials



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

[Handwritten Signature]

5-10-17



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5-10-17
Date

Janet Laatsch
Name:
Title: CEO, Janet Laatsch



**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. 13278 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5-10-17
Date

Janet Laatsch
Name:
Title: CEO, Janet Laatsch

Exhibit G

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

Contractor Initials JK



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5-10-17
Date

Janet Laatsch
Name:
Title: CEO, Janet Laatsch



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

3/2014

Contractor Initials

SR

Date 5-10-17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

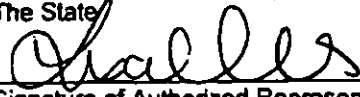
Date 5-10-14

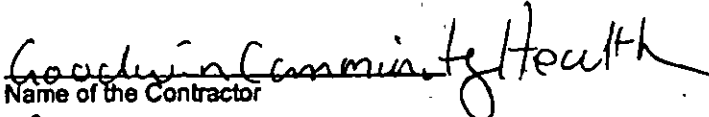
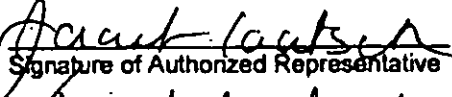



Exhibit I

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

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

 The State

 Signature of Authorized Representative
 LISA MORRIS
 Name of Authorized Representative
 Director, DPHS
 Title of Authorized Representative
 5-15-17
 Date


 Name of the Contractor

 Signature of Authorized Representative

 Name of Authorized Representative
 CEO
 Title of Authorized Representative
 5-10-17
 Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name:

5-10-11
Date

Janet Lautsch
Name:
Title: CEO, Janet Lautsch



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 780054164
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



New

**Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2nd Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 28th day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45) as amended on June 6, 2018, 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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$5,412,828.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit B-1 Amendment #2, SFY 2020 WIC Budget
6. Add Exhibit B-2 Amendment #2, SFY 2021 WIC Budget.
7. Add Exhibit B-3 Amendment #2, SFY 2020 BFPC Budget.
8. Add Exhibit B-4 Amendment #2, SFY 2021 BFPC Budget.

234-19



New

**Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

Name: LISA MORRIS
Title: DIRECTOR, DPHS

4/29/19
Date

Southern New Hampshire Services

Name: Ryan Clouthier
Title: Deputy Director

3-4-19
Date

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on March 4, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Debra D. Stohrer, notary

Name and Title of Notary or Justice of the Peace
DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

My Commission Expires: _____

3-4-19



New

**Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *St. Ass't Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #2
SFY 2020 WIC Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2019- 6/30/2020

Line/Item	Total Program Cost			Contractor Share / Match			Funded by DHHS / Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 677,958.00		\$ 677,958.00						
2. Employee Benefits	\$ 301,135.00		\$ 301,135.00						
3. Consultants	\$ 25,230.00		\$ 25,230.00						
4. Equipment:	\$ 1,100.00		\$ 1,100.00						
Rental			\$ -						
Repair and Maintenance			\$ -						
Purchase/Depreciation			\$ -						
5. Supplies:	\$ 25,834.00		\$ 25,834.00						
Educational			\$ -						
Lab			\$ -						
Pharmacy			\$ -						
Medical			\$ -						
Office			\$ -						
6. Travel	\$ 24,945.00		\$ 24,945.00						
7. Occupancy	\$ 75,873.00		\$ 75,873.00						
8. Current Expenses	\$ 25,595.00		\$ 25,595.00						
Telephone			\$ -						
Postage			\$ -						
Subscriptions			\$ -						
Audit and Legal			\$ -						
Insurance			\$ -						
Board Expenses			\$ -						
9. Software			\$ -						
10. Marketing/Communications			\$ -						
11. Staff Education and Training	\$ 2,850.00		\$ 2,850.00						
12. Indirect Cost		\$ 113,731.00	\$ 113,731.00						
13. -Other:			\$ -						
TOTAL	\$ 1,160,520.00	\$ 113,731.00	\$ 1,274,251.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,274,251.00

Indirect As A Percent of Direct

9.8%

Exhibit B-2 Amendment #2
SFY 2021 WIC Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2020- 6/30/2021

Line/Item	Total Program Cost			Contractor Share/Match			Funded by DHHS/Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 677,958.00		\$ 677,958.00						
2. Employee Benefits	\$ 301,135.00		\$ 301,135.00						
3. Consultants	\$ 25,230.00		\$ 25,230.00						
4. Equipment	\$ 1,100.00		\$ 1,100.00						
Rental			\$ -						
Repair and Maintenance			\$ -						
Purchase/Depreciation			\$ -						
5. Supplies:	\$ 25,834.00		\$ 25,834.00						
Educational			\$ -						
Lab			\$ -						
Pharmacy			\$ -						
Medical			\$ -						
Office			\$ -						
6. Travel	\$ 24,945.00		\$ 24,945.00						
7. Occupancy	\$ 75,873.00		\$ 75,873.00						
8. Current Expenses	\$ 25,595.00		\$ 25,595.00						
Telephone			\$ -						
Postage			\$ -						
Subscriptions			\$ -						
Audit and Legal			\$ -						
Insurance			\$ -						
Board Expenses			\$ -						
9. Software			\$ -						
10. Marketing/Communications			\$ -						
11. Staff Education and Training	\$ 2,850.00		\$ 2,850.00						
12. Indirect Cost		\$ 113,731.00	\$ 113,731.00						
13. Special Project/NWA Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,162,520.00	\$ 113,731.00	\$ 1,276,251.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00

Indirect As A Percent of Direct

9.8%

Exhibit B-3 Amendment #2
SFY 2020 BFPC Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2019- 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 43,640.00		\$ 43,640.00						
2. Employee Benefits	\$ 7,271.00		\$ 7,271.00						
3. Consultants			\$ -						
4. Equipment:			\$ -						
Rental			\$ -						
Repair and Maintenance			\$ -						
Purchase/Depreciation			\$ -						
5. Supplies:			\$ -						
Educational			\$ -						
Lab			\$ -						
Pharmacy			\$ -						
Medical			\$ -						
Office			\$ -						
6. Travel	\$ 2,258.00		\$ 2,258.00						
7. Occupancy			\$ -						
8. Current Expenses			\$ -						
Telephone			\$ -						
Postage			\$ -						
Subscriptions			\$ -						
Audit and Legal			\$ -						
Insurance			\$ -						
Board Expenses			\$ -						
9. Software			\$ -						
10. Marketing/Communications			\$ -						
11. Staff Education and Training	\$ 500.00		\$ 500.00						
12. Indirect Cost		\$ 5,260.00	\$ 5,260.00						
13. Other (specific details mandatory):			\$ -						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 53,669.00	\$ 5,260.00	\$ 58,929.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,929.00

Indirect As A Percent of Direct 9.8%

Exhibit B-4 Amendment #2
SFY 2021 BFPC Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2020- 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 43,640.00		\$ 43,640.00						
2. Employee Benefits	\$ 7,271.00		\$ 7,271.00						
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	\$ 2,258.00		\$ 2,258.00						
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training	\$ 500.00		\$ 500.00						
12. Indirect Cost		\$ 5,260.00	\$ 5,260.00						
13. Other (specific details mandatory):									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 53,669.00	\$ 5,260.00	\$ 58,929.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,929.00

Indirect As A Percent of Direct

9.8%

State of New Hampshire

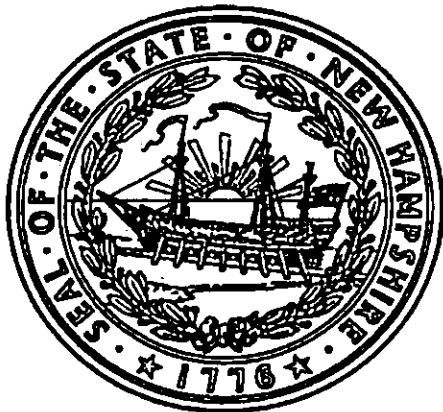
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506

Certificate Number: 0004410841



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of February A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporate Authority)

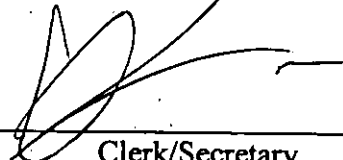
I, Orville Kerr, Clerk/Secretary of Southern New Hampshire Services, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that:

- (1) I am that duly elected and acting Clerk/Secretary of the Corporation;
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Board of Directors of the Corporation have authorized, on September 8, 2018, such authority to be in force and effect until _____ the person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any contract or other instrument for sale of products and services:

<u>Donnalee Lozeau</u>	<u>Executive Director</u>
<u>Ryan Clouthier</u>	<u>Deputy Director</u>
<u>James Chaisson</u>	<u>Chief Fiscal Officer</u>
<u>Ron Ross</u>	<u>Housing Fiscal Officer</u>

- (5) The meeting of the Board of Directors was held in accordance with New Hampshire 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 4th day of March, 2019.

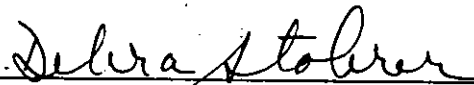


Clerk/Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 4th day of March, 2019, before me, Debra Stohrer, the undersigned Officer, personally appeared, Orville Kerr who acknowledged himself to be the Clerk/Secretary of Southern New Hampshire Services, Inc., a corporation, and that he as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public

My Commission expires:

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2019

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

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

PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03108		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (603) 622-4618 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com	
INSURED Southern New Hampshire Services Inc; PO Box 5040 Manchester NH 03108		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Eastern Alliance (fmr Great Falls) INSURER C: Lloyds of London Insurance A 15 INSURER D: Philadelphia Insurance INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18-19 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ETD 041 72 57	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ETA0417260	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ETD 041 72 57	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01-0000112165-01	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution Liability			1242004475/018	01/24/2018	01/24/2019	Each Occurrence Limit 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp: 3A State: NH, ME

Additional Insurance:

Carrier D: D&O/EPLI/Fiduciary Liability Coverage #PSD1401015 Effective 12/2/2018-12/2/2019 \$1,000,000 Aggregate Limit.

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Health and Human Services 129 Pleasant St Concord NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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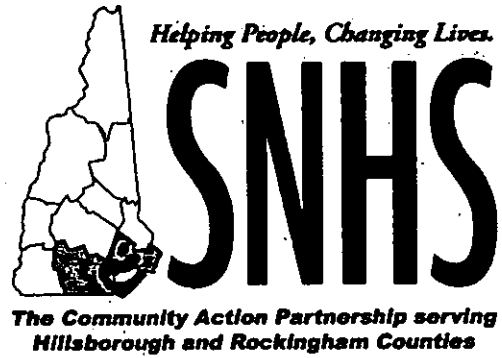
SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 - 1. Secure and retain meaningful employment
 - 2. Attain an adequate education
 - 3. Make better use of available income
 - 4. Obtain and maintain adequate housing and a suitable living environment
 - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 - 7. Achieve greater participation in the affairs of the community, and
 - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2018

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2018

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OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

**Independent Auditor's Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards***

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliate, which comprise the combined statement of financial position as of July 31, 2018, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated January 17, 2019.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Ouellette & Associates, P.A.
Certified Public Accountants

January 17, 2019
Lewiston, Maine

OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

**Independent Auditor's Report on Compliance for Each Major Program and on
Internal Control over Compliance and Schedule of Expenditures of
Federal Awards Required by the Uniform Guidance**

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southern New Hampshire Services, Inc. (the Organization) and affiliate's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and affiliate's major federal programs for the year ended July 31, 2018. Southern New Hampshire Services, Inc. and affiliate's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc. and affiliate's compliance.

Opinion on Each Major Federal Program

In our opinion, Southern New Hampshire Services, Inc. and affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2018.

Report on Internal Control over Compliance

Management of Southern New Hampshire Services, Inc. and affiliate is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc. and affiliate's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate'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, as defined above. However, material weaknesses may exist that have not been identified.

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

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliate as of and for the year ended July 31, 2018, and have issued our report thereon dated January 17, 2019, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the combined 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 combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

January 17, 2019
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2018

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
FEDERAL AWARDS				
<u>U.S. Department of Agriculture:</u>				
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
WIC Special Supplemental Nutrition Program for Women, Infants and Children	10.557	184NH703W1003	\$ -	\$ 1,266,078
	10.557	174NH703W1003		114,559
				<u>1,380,637</u>
WIC Grants to States	10.578	174NH781W5413		30,400
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Commodity Supplemental Food Program	10.565	201818Y800544		120,535
	10.565	201919Y800544		9,185
				<u>129,720</u>
<i>Pass-Through State of New Hampshire Department of Education</i>				
Child and Adult Care Food Program	10.558			1,033,234
Summer Food Service Program for Children	10.559			96,565
				<u>1,129,799</u>
Total U.S. Department of Agriculture			\$ -	\$ 2,670,556
<u>U.S. Department of Housing and Urban Development:</u>				
<i>Direct Program</i>				
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249			\$ 388,630
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Emergency Solutions Grant Program	14.231	E17-DC-33-0001		60,563
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Lead-Based Pant Hazard Control in Privately-Owned Housing	14.900			5,000
<i>Pass-Through the City of Nashua, NH</i>				
Lead-Based Pant Hazard Control in Privately-Owned Housing	14.900	NHLB0574-14		2,970
Total U.S. Department of Housing and Urban Development			\$ -	\$ 457,163
Subtotal			\$ -	\$ 3,127,719

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2018

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ -	\$ 3,127,719
<u>U.S. Department of Labor:</u>				
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>				
<u>WIOA Cluster</u>				
WIOA Adult Program	17.258	02-6000618	\$ 212,937	\$ 1,700,555
WIOA Dislocated Worker Formula Grants	17.278	02-6000618	162,752	1,870,134
Total WIOA Cluster			375,689	3,570,689
WIOA National Dislocated Worker Grants / WIA National Emergency Grants	17.277	02-6000618	160,360	617,175
WIOA Dislocated Worker National Reserve Technical Assistance and Training	17.281	02-6000618		25,000
Total U.S. Department of Labor			\$ 536,049	\$ 4,212,864
<u>U.S. Department of Energy:</u>				
<i>Pass-Through State of New Hampshire Governor's Office Office of Energy and Planning</i>				
Weatherization Assistance for Low-Income Persons	81.042	EE0006169 EE0007935		\$ 855,044 20,984 876,028
Emergency Food and Shelter National Board Program	97.024	592600-007		10,646
Total U.S. Department of Energy:			\$ -	\$ 886,674
<u>U.S. Department of Education:</u>				
<i>Pass-Through State of New Hampshire Department Of Education</i>				
Adult Education - Basic Grants to States	84.002	67011-ABE		-\$ 113,841
	84.002	67011-ABE		35,798
	84.002	67011-ABE		93,755
	84.002	67011-ABE		47,509
Total U.S. Department of Education			\$ -	\$ 290,903
<u>Corporation for National and Community Services:</u>				
<i>Direct Program</i>				
Retired and Senior Volunteer Program	94.002	17SRANH002	\$ -	\$ 106,968
Total Corporation for National and Community Services			\$ -	\$ 106,968
Subtotal			\$ 536,049	\$ 8,625,128

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2018

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ 536,049	\$ 8,625,128
U.S. Department of Health and Human Services:				
<i>Direct Program</i>				
Head Start	93.600	01CH2057-05-00		\$ 6,239,782
	93.600	01HP0009-03-01		326,680
				<u>6,566,462</u>
<i>Pass-Through State of New Hampshire Office of Energy and Planning</i>				
Low-Income Home Energy Assistance	93.568	G-17BINHLIEA		1,323,955
	93.568	G-18BINHLIEA		9,126,358
				<u>10,450,313</u>
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	17AANHT3SP		18,143
<i>Pass-Through State of New Hampshire Department Of Health and Human Services</i>				
Temporary Assistance for Needy Families	93.558	2017G996115	639,059	2,770,651
	93.558	2018G996115	53,575	232,776
			<u>692,634</u>	<u>3,003,427</u>
Community Services Block Grant	93.569	G-17BINHCOSR		1,525,321
Community Services Block Grant Discretionary Awards	93.570	G-17BINHCOSR		65,951
CCDF Cluster				
Child Care and Development Block Grant	93.575	2017G996005		884,685
Child Care Mandatory and Matching Funds of The Child Care and Development Fund	93.596	2017G999004		1,149,612
Total CCDF Cluster				<u>2,034,297</u>
<i>Pass-Through Manchester Community Health</i>				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	1H79SM061289		23,981
Total U.S. Department of Health and Human Services			<u>\$ 692,634</u>	<u>\$ 23,687,895</u>
U.S. Department of Homeland Security:				
<i>Passed-through Regional United Way Agency</i> Emergency Food and Shelter National Board Program	97.024		\$ -	\$ 11,000
Total U.S. Department of Homeland Security			<u>\$ -</u>	<u>\$ 11,000</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 1,228,683</u>	<u>\$ 32,324,023</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JULY 31, 2018

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and affiliate under programs of the federal government for the year ended July 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southern New Hampshire Services, Inc. and affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southern New Hampshire Services, Inc. and affiliate.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

NOTE 3: HEAD START PROGRAMS CFDA #93.600

In accordance with terms of the grant award, the Organization has met its matching requirements during the year ended July 31, 2018.

NOTE 4: INDIRECT COST RATE

Southern New Hampshire Services, Inc. and affiliate has negotiated an indirect cost rate of 8.60% with the Department of Health and Human Services.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JULY 31, 2018

Section I Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:
Material weakness(es) identified? Yes √ No

Significant deficiency(ies) identified? Yes √ None reported

Noncompliance material to financial statements noted? Yes √ No

Federal Awards

Internal control over major programs:
Material weakness(es) identified? Yes √ No

Significant deficiency(ies) identified? Yes √ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with CFR Section 200.156(a) of the Uniform Guidance? Yes √ No

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
CCDF Cluster	93.575/93.596
WIOA Cluster	17.258/17.278
Child and Adult Care Food Program	10.558
Low-Income Home Energy Assistance	93.568

Dollar threshold used to distinguish between Type A and Type B programs: \$970,534

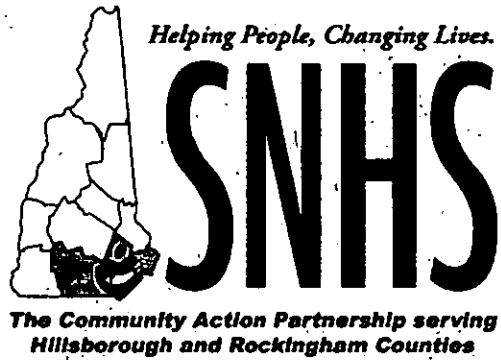
Auditee qualified as low-risk auditee? √ Yes No

Section II Financial Statement Findings

No matters are reportable.

Section III Federal Award Findings and Questioned Costs

No matters are reportable.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED JULY 31, 2018 AND 2017

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

FINANCIAL STATEMENTS

JULY 31, 2018 AND 2017

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OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate, which comprise the combined statements of financial position as of July 31, 2018 and 2017, and the related combined statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these combined 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 audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the combined 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 Organization'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 combined financial statements.

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

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliate, as of July 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated January 17, 2019 on our consideration of Southern New Hampshire Services, Inc. and affiliate'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 solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and compliance.

Ouellette & Associates, P.A.
Certified Public Accountants

January 17, 2019
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2018 AND 2017

<i>ASSETS</i>		
	<u>2018</u>	<u>2017</u>
CURRENT ASSETS		
Cash	\$ 5,699,842	\$ 5,889,396
Investments	9,085,663	8,375,305
Contracts receivable	4,165,520	3,790,824
Accounts receivable	836,174	590,607
Prepaid expenses	90,163	75,410
Under applied overhead	67,750	113,924
Total current assets	<u>19,945,112</u>	<u>18,835,466</u>
FIXED ASSETS		
Land	2,571,794	2,313,783
Buildings and improvements	11,610,610	10,429,907
Vehicles and equipment	1,278,185	1,285,271
Total fixed assets	<u>15,460,589</u>	<u>14,028,961</u>
Less - accumulated depreciation	4,964,258	4,720,487
Net fixed assets	<u>10,496,331</u>	<u>9,308,474</u>
OTHER ASSETS		
Restricted cash	<u>402,738</u>	211,188
TOTAL ASSETS	<u>\$ 30,844,181</u>	<u>\$ 28,355,128</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current portion of long-term debt	\$ 122,582	\$ 121,437
Accounts payable	458,388	471,715
Accrued payroll and payroll taxes	1,102,712	1,330,368
Accrued compensated absences	345,967	326,281
Accrued other liabilities	238,012	347,332
Refundable advances	1,309,098	1,137,688
Tenant security deposits	81,801	68,705
Total current liabilities	<u>3,658,560</u>	<u>3,803,526</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	<u>3,134,219</u>	2,330,118
TOTAL LIABILITIES	<u>6,792,779</u>	<u>6,133,644</u>
NET ASSETS		
Unrestricted	<u>24,051,402</u>	<u>22,221,484</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 30,844,181</u>	<u>\$ 28,355,128</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENTS OF ACTIVITIES
 FOR THE YEARS ENDED JULY 31, 2018 AND 2017

	<i>2018</i>	<i>2017</i>
REVENUES, GAINS AND OTHER SUPPORT		
Grant and contract revenue	\$ 36,935,915	\$ 33,840,476
Program service fees	790,570	1,011,973
Local funding	318,992	352,618
Rental income	994,930	945,056
Gifts and contributions	638,712	207,972
Interest and dividend income	271,590	262,258
Unrealized gain on investments	441,314	761,151
Miscellaneous	640,735	633,151
TOTAL REVENUES, GAINS AND OTHER SUPPORT	41,032,758	38,014,655
EXPENSES		
Program services:		
Child development	8,424,337	7,698,835
Community services	1,449,210	1,504,282
Economic and workforce development	7,756,926	8,549,808
Energy	12,777,365	10,052,962
Language and literacy	370,697	344,985
Housing and homeless	238,541	181,366
Nutrition and health	2,486,119	2,390,236
Special projects	1,797,358	1,455,860
Volunteer services	114,704	158,879
SNHS Management Corporation	2,017,381	1,852,665
Total program services	37,432,638	34,189,878
Support services:		
Management and general	1,770,202	1,766,597
TOTAL EXPENSES	39,202,840	35,956,475
CHANGE IN NET ASSETS	1,829,918	2,058,180
NET ASSETS - BEGINNING OF YEAR	22,221,484	20,163,304
NET ASSETS - END OF YEAR	\$ 24,051,402	\$ 22,221,484

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2018

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	
EXPENSES							
Payroll	\$ 4,957,052	\$ 954,145	\$ 2,665,005	\$ 1,604,803	\$ 260,923	\$ 108,074	\$ 996,641
Payroll taxes	408,351	75,089	211,297	134,215	22,698	8,701	82,048
Fringe benefits	1,165,602	126,449	394,224	368,108	12,404	16,013	205,632
Workers comp. insurance	103,257	9,387	6,542	16,946	651	271	32,119
Retirement benefits	262,948	84,961	173,276	83,274	6,498	6,622	56,860
Consultant and contractual	40,049	26,382	1,534,030	1,575,384	6,614	459	22,816
Travel and transportation	117,346	35,209	64,613	41,310	812	5,490	50,659
Conferences and meetings	-	5,071	-	7,585	65	-	4,786
Occupancy	509,137	57,628	738,328	135,204	24,229	1,020	76,845
Advertising	9,803	-	8,489	1,442	25	-	150
Supplies	372,610	20,349	32,178	65,002	11,743	239	57,054
Equip. rentals and maintenance	21,468	82	39,839	19,776	934	-	23,648
Insurance	19,453	25,393	6,933	20,120	-	-	6,565
Telephone	67,962	22,505	46,995	19,322	2,398	420	44,357
Postage	3,837	201	1,481	34,823	350	82	3,683
Printing and publications	4,679	673	-	304	1,511	275	224
Subscriptions	-	635	-	-	-	-	-
Program support	-	16,178	-	29,907	8,176	-	-
Interest	11,962	-	-	-	-	-	-
Depreciation	54,064	5,920	7,900	13,280	1,144	-	1,468
Assistance to clients	7,800	-	1,826,232	8,613,799	-	90,875	528,940
Other direct expense	246,533	10,013	32,666	18,899	-	-	294,475
Miscellaneous	85,920	446	11,094	2,190	9,522	-	5,009
In-kind	2,269,028	-	-	-	-	-	-
(Gain) Loss on disposal of assets	-	-	-	-	-	-	-
SUBTOTAL	10,738,861	1,476,716	7,801,122	12,805,693	370,697	238,541	2,493,979
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,314,524)	(27,506)	(44,196)	(28,328)	-	-	(7,860)
TOTAL EXPENSES	\$ 8,424,337	\$ 1,449,210	\$ 7,756,926	\$ 12,777,365	\$ 370,697	\$ 238,541	\$ 2,486,119

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2018

	Program Services			Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation	Management and General	
EXPENSES					
Payroll	\$ 63,372	\$ 75,363	\$ 422,932	\$ 1,258,069	\$ 13,366,379
Payroll taxes	5,433	6,159	42,979	96,197	1,093,167
Fringe benefits	1,447	13,772	137,202	154,995	2,595,848
Workers comp. insurance	2,427	188	8,844	4,341	184,973
Retirement benefits	2,305	3,179	44,515	113,858	838,296
Consultant and contractual	1,630,101	448	171,365	70,685	5,078,333
Travel and transportation	2,655	1,698	55,755	10,124	385,671
Conferences and meetings	3,706	-	26,557	770	48,540
Occupancy	13,874	-	470,606	25,489	2,052,360
Advertising	75	25	83	125	20,217
Supplies	3,181	2,557	9,617	58,000	632,530
Equip. rentals and maintenance	(23)	79	8,837	878	115,518
Insurance	1,353	1,226	34,976	13,745	129,764
Telephone	2,854	1,332	14,613	3,890	226,648
Postage	-	271	940	17,288	62,956
Printing and publications	-	38	-	913	8,617
Subscriptions	-	1,000	551	-	2,186
Program support	22,782	-	101,335	-	178,378
Interest	-	-	43,543	-	55,505
Depreciation	25,062	-	317,695	536	427,069
Assistance to clients	19,869	-	26,984	-	11,114,499
Other direct expense	867	2,767	3,836	6,398	616,454
Miscellaneous	188	4,602	71,187	1,651	191,809
In-kind	-	-	-	-	2,269,028
(Gain) Loss on disposal of assets	(4,170)	-	2,429	-	(1,741)
SUBTOTAL	1,797,358	114,704	2,017,381	1,837,952	41,693,004
Over applied indirect costs	-	-	-	(67,750)	(67,750)
Eliminations	-	-	-	-	(2,422,414)
TOTAL EXPENSES	\$ 1,797,358	\$ 114,704	\$ 2,017,381	\$ 1,770,202	\$ 39,202,840

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2017

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 4,532,497	\$ 988,728	\$ 2,598,061	\$ 1,479,819	\$ 205,774	\$ 57,390	\$ 929,574
Payroll taxes	427,513	85,055	230,382	137,652	21,760	5,070	87,625
Fringe benefits	1,056,679	142,258	381,689	277,583	13,620	12,219	182,882
Workers comp. insurance	133,004	12,323	8,425	18,616	673	201	37,044
Retirement benefits	239,765	84,534	148,790	84,574	6,106	3,822	49,817
Consultant and contractual	73,596	37,906	1,764,803	1,278,715	16,772	233	24,513
Travel and transportation	80,939	24,323	72,239	47,177	751	2,583	47,155
Conferences and meetings	2,400	13,084	4,260	11,996	-	120	9,234
Occupancy	460,887	52,314	719,547	126,782	19,846	1,020	74,295
Advertising	14,820	2,535	31,291	1,335	50	-	75
Supplies	281,852	15,572	39,851	66,519	26,550	316	74,548
Equip. rentals and maintenance	13,830	6,236	27,993	20,144	1,378	-	24,174
Insurance	17,289	24,992	6,224	13,296	-	-	7,479
Telephone	63,288	14,783	50,377	19,759	1,591	538	42,705
Postage	2,936	339	1,626	31,484	249	16	3,473
Printing and publications	6,182	1,454	-	340	939	-	-
Subscriptions	-	1,769	-	-	-	-	-
Program support	559	20,105	-	32,990	8,588	-	7,270
Interest	11,952	-	-	-	-	-	-
Depreciation	42,373	3,666	7,443	14,269	4,341	-	2,146
Assistance to clients	7,800	-	2,443,026	6,409,725	-	97,838	515,249
Other direct expense	218,504	1,177	57,405	4,973	-	-	276,215
Miscellaneous	55,666	303	572	1,571	13,458	-	2,623
In-kind	2,636,675	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	1,971	2,539	-	-
SUBTOTAL	10,381,006	1,533,456	8,594,004	10,081,290	344,985	181,366	2,398,096
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,682,171)	(29,174)	(44,196)	(28,328)	-	-	(7,860)
TOTAL EXPENSES	\$ 7,698,835	\$ 1,504,282	\$ 8,549,808	\$ 10,052,962	\$ 344,985	\$ 181,366	\$ 2,390,236

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2017

EXPENSES	Program Services			Total Program Services	Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation		Management and General	
Payroll	\$ 42,757	\$ 86,401	\$ 99,305	\$11,020,306	\$ 1,239,055	\$12,259,361
Payroll taxes	3,963	7,879	27,908	1,034,807	105,184	1,139,991
Fringe benefits	1,929	15,102	64,008	2,147,969	157,709	2,305,678
Workers comp. insurance	2,237	281	5,461	218,265	5,085	223,350
Retirement benefits	1,871	4,448	21,647	645,374	118,221	763,595
Consultant and contractual	1,324,546	561	166,121	4,687,766	85,022	4,772,788
Travel and transportation	1,692	2,414	57,092	336,365	8,535	344,900
Conferences and meetings	3,829	1,454	18,790	65,167	1,080	66,247
Occupancy	13,883	-	415,064	1,883,638	22,016	1,905,654
Advertising	25	467	2,712	53,310	50	53,360
Supplies	1,018	14,709	9,292	530,227	39,789	570,016
Equip. rentals and maintenance	1,301	236	17,935	113,227	2,116	115,343
Insurance	541	1,226	29,070	100,117	10,999	111,116
Telephone	2,935	1,368	16,575	213,919	7,809	221,728
Postage	18	560	980	41,681	16,595	58,276
Printing and publications	-	-	996	9,911	38	9,949
Subscriptions	-	768	317	2,854	-	2,854
Program support	47,726	-	367,931	485,169	-	485,169
Interest	-	-	39,429	51,381	-	51,381
Depreciation	10,810	-	331,535	416,583	536	417,119
Assistance to clients	-	-	29,547	9,503,185	-	9,503,185
Other direct expense	-	987	4,506	563,767	1,086	564,853
Miscellaneous	364	20,018	66,235	160,810	1,484	162,294
In-kind	-	-	-	2,636,675	-	2,636,675
Loss on disposal of assets	(5,585)	-	50,760	49,685	-	49,685
SUBTOTAL	1,455,860	158,879	1,843,216	36,972,158	1,822,409	38,794,567
Over applied indirect costs	-	-	9,449	9,449	(55,812)	(46,363)
Eliminations	-	-	-	(2,791,729)	-	(2,791,729)
TOTAL EXPENSES	\$ 1,455,860	\$ 158,879	\$ 1,852,665	\$34,189,878	\$ 1,766,597	\$35,956,475

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENTS OF CASH FLOWS
 FOR THE YEARS ENDED JULY 31, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	<u>\$ 1,829,918</u>	<u>\$ 2,058,180</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	427,069	417,119
(Gain) loss on disposal of assets	(1,741)	49,685
Donation of low-income housing projects	(283,644)	-
Unrealized gain on investments	(441,314)	(761,151)
(Increase) decrease operating assets:		
Contracts receivable	(374,696)	(375,606)
Accounts receivable	(245,068)	46,049
Prepaid expenses	(11,575)	32,691
Under applied overhead	46,174	(46,766)
Increase (decrease) in operating liabilities:		
Accounts payable	(38,707)	(72,629)
Accrued payroll and payroll taxes	(227,656)	355,379
Accrued compensated absences	19,686	(172,122)
Accrued other liabilities	(231,349)	135,595
Refundable advances	171,410	(178,620)
Tenant security deposits	(3,501)	6,051
Total adjustments	<u>(1,194,912)</u>	<u>(564,325)</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>635,006</u>	<u>1,493,855</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(511,155)	(290,188)
Proceeds from sale of fixed assets	4,170	19,085
Purchase of investments, reinvested dividends, and capital gains	(269,044)	(1,261,528)
Deposit to restricted cash accounts	(191,550)	(20,987)
Cash received on acquisition of housing project	256,536	-
NET CASH FLOWS FROM INVESTING ACTIVITIES	<u>(711,043)</u>	<u>(1,553,618)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(113,517)	(107,934)
CHANGE IN CASH AND CASH EQUIVALENTS	<u>(189,554)</u>	<u>(167,697)</u>
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>5,889,396</u>	<u>6,057,093</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 5,699,842</u>	<u>\$ 5,889,396</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
 FOR THE YEARS ENDED JULY 31, 2018 AND 2017

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

	<i>2018</i>	<i>2017</i>
Cash paid during the year for interest	\$ 55,505	\$ 51,381
Noncash investing and financing activities:		
Acquisition of low-income housing projects:		
Other current assets	\$ 3,677	\$ -
Property and equipment	1,106,200	-
Other liabilities	(164,006)	-
Notes payable	(918,763)	-
Equity acquired	(283,644)	-
	(256,536)	-
Cash received on acquisition	256,536	-
	\$ -	\$ -

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2018 AND 2017

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Southern New Hampshire Services, Inc. (SNHS) is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through Southern New Hampshire Services, Inc. and SNHS Management Corporation.

Basis of Accounting and Presentation

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Unrestricted net assets of the Organization are net assets that are neither permanently restricted nor temporarily restricted by donor-imposed restrictions.

Temporarily restricted net assets - Temporarily restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations.

Permanently restricted net assets - Permanently restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

The Organization has no temporarily restricted or permanently restricted net assets at July 31, 2018 and 2017.

Combined Financial Statements

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of SNHS Management Corporation because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Use of Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2018 AND 2017

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Current Vulnerabilities Due to Certain Concentrations

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at this time.

Accounts and Contracts Receivable

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2018 and 2017.

Revenue Recognition

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Refundable advances result from unexpended balances from these exchange transactions. Federal and state grant revenue comprised approximately 90% and 89% of total revenue in the fiscal years ended July 31, 2018 and 2017, respectively.

Contributions and In-Kind Donations

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2018 and 2017 were generated through the Head Start and Economic Workforce Development programs. Since the recognition criteria is not met, no in-kind revenues are recognized as contributions in the combined financial statements and the in-kind expenses have been eliminated.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

Fixed Assets

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2018 and 2017 was \$427,069 and \$417,119, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

Advertising

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

Functional Allocation of Expenses

The costs associated with providing program services and management and general support services are presented by natural classification on the combined statement of functional expenses and have been summarized on a functional basis on the combined statements of activities.

Subsequent Events

Management has made an evaluation of subsequent events through January 17, 2019, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

Recent Accounting Pronouncements

Revenue Recognition

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers*, to clarify the principles for recognizing revenue and to develop a common revenue standard for U.S. GAAP and International Financial Reporting Standards. The core principle of the guidance requires entities to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance is effective for the Organization's year ending July 31, 2020. Management is currently evaluating the impact of adoption on the Organization's financial statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recent Accounting Pronouncements (Continued)

Not-for-Profit Entities

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*. The main provisions of this update include:

- eliminating the distinction between resources with permanent restrictions and those with temporary restrictions from the face of the financial statements and requiring enhanced disclosure in the notes to the financial statements to provide information about the nature, amounts, and effects of the various types of donor-imposed restrictions;
- disclosing qualitative information that communicates how an organization manages its liquid resources available to meet cash needs for general expenditures within one year of the statement of financial position date;
- disclosing amounts of expenses by both their natural classification and their functional classification;
- disclosing the method used to allocate costs amount program and support functions.

The amendments in this update are effective for annual financial statements issued for fiscal years beginning after December 15, 2017. The guidance is effective for the Organization's fiscal year ending July 31, 2019. This update may have a significant effect on the presentation of the Organization's financial statements.

Leases

In February 2016, the FASB released ASU 2016-02, *Leases* (Topic 842), which provides users of the financial statements a more accurate picture of the assets and the long-term financial obligations of organizations that lease. The standard is for a dual-model approach; a lessee will account for most existing capital leases as Type A leases, and most existing operating leases as Type B leases. Both will be reported on the statement of financial condition of the organization for leases with a term exceeding 12 months. Lessors will see changes as well, primarily made to align with the revised model. The guidance is effective for the Organization's year ended July 30, 2021. The standard requires a modified retroactive application to previously issued financial statements for 2019 and 2018, if presented. Management is currently evaluating the impact of adoption on the Organization's financial statements.

Reclassifications

Certain reclassifications have been made to the 2017 combined financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements associated with the housing projects included in SNHS Management Corporation; is required to maintain separate accounts and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversight agencies before withdrawal and use of these funds can occur.

NOTE 3: FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under Financial Accounting Standards Board Accounting Standards Codification 820, *Fair Value Measurements*, are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs that are unobservable for the asset or liability.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2018 and 2017.

Mutual Funds: Valued at the net asset value of shares held on the last trading day of the fiscal year, which is the basis for transactions at that date.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31, 2018 and 2017:

<u>2018</u>				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$9,085,663</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$9,085,663</u>

<u>2017</u>				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$8,375,305</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$8,375,305</u>

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<u>2018</u>			<u>2017</u>		
	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>
Mutual Funds	<u>\$9,005,274</u>	<u>\$9,085,663</u>	<u>\$ 80,389</u>	<u>\$6,268,825</u>	<u>\$8,375,305</u>	<u>\$2,106,480</u>

The activities of the Organization's investment account are summarized as follows:

	<u>2018</u>	<u>2017</u>
Fair Value - Beginning of Year	<u>\$8,375,305</u>	<u>\$6,352,626</u>
Dividends and Capital Gains	<u>269,044</u>	<u>261,528</u>
Purchases	<u>-</u>	<u>1,000,000</u>
Unrealized Gains	<u>441,314</u>	<u>761,151</u>
Fair Value - End of Year	<u>\$9,085,663</u>	<u>\$8,375,305</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 5: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<u>2018</u>	<u>2017</u>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS, Inc. is currently negotiating with the City of Manchester to write off this debt.	\$ 11,275	\$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. Interest is at 4.000%.	260,669	282,669
<u>SNHS Management Corporation</u>		
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Epping, NH, payable in monthly installments of \$1,084 including interest through 2042. Interest is at 3.500%.	206,400	212,084
Mortgage payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	900,000	900,000
Note payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	20,000	20,000
Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	250,000	250,000
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>170,000</u>	<u>170,000</u>
<u>Subtotal</u>	<u>\$1,818,344</u>	<u>\$1,846,028</u>

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 5: LONG-TERM DEBT (Continued)

	<u>2018</u>	<u>2017</u>
<u>Subtotal Carried Forward</u>	<u>\$1,818,344</u>	<u>\$1,846,028</u>
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$2,619 including interest through 2019. Interest is at 3.750%.	15,661	45,872
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2021. Interest is at 4.832% and 3.982% at July 31, 2018 and 2017.	88,844	120,200
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located in Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	418,612	439,455
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH, payable in monthly installments of \$3,327 including interest through 2033. Interest is at 7.000%.	372,416	-
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	392,924	-
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	<u>150,000</u>	<u>-</u>
	<u>3,256,801</u>	<u>2,451,555</u>
Less: Current Portion	<u>.122,582</u>	<u>121,437</u>
Long-term debt, net of current portion	<u>\$ 3,134,219</u>	<u>\$ 2,330,118</u>

Principal maturities of long-term debt are as follows:

2019		\$ 122,582
2020		98,138
2021		290,224
2022		50,228
2023		53,206
Thereafter		<u>2,642,423</u>
Total		<u>\$ 3,256,801</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2018 AND 2017

NOTE 6: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2018 and 2017 equaled \$708,379 and \$678,755, respectively. The leases expire at various times through October 2020. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2018:

2019	\$ 206,983
2020	50,114
2021	<u>7,549</u>
Total	<u>\$ 264,646</u>

NOTE 7: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 1% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2018 and 2017 was \$838,296 and \$763,595, respectively.

NOTE 8: RISKS AND UNCERTAINTIES

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

NOTE 9: CONTINGENCIES AND CONTINGENT LIABILITIES

The Organization receives contract 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 yet been determined.

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, NH. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 9: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

Cotton Mill Square (Continued)

As stipulated by the contract and after a 20% program fee retained by the CDFA, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of \$800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principal is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2018 and 2017. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The current unforgiven principal amount at July 31, 2018 and 2017 is \$640,000 and \$680,000, respectively. The note repayment is accelerated if the units fall out of compliance.

In October of 2017, the subrecipient agreement with Cotton Mill Square LLC was amended to cease the annual 5% debt forgiveness. This modification effectively holds the promissory note balance at \$720,000 which will now be forgiven in full at the end of the agreement as long as the Project maintains compliance with the original agreement's terms. This modification did not change the contingent receivable or liability with SNHS Management Corporation.

J. Brown Homestead Property

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by SNHS. As part of this merger, SNHS assumed all the assets, liabilities and obligations of RCA which included the J. Brown Homestead Property.

The J. Brown Homestead Property was conveyed to RCA in 1999 by the Town of Raymond for \$1 and a mortgage lien of \$604,418. The property contains four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

In the event that SNHS sells or otherwise conveys the property within the benefit period, the remaining lien will be either paid from the proceeds of the sale or remain with the land to any subsequent purchaser for the remaining benefit period.

This mortgage lien has no scheduled principal or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2018 and 2017 is \$60,442 and \$90,663, respectively. SNHS has no plans to sell or transfer this property. Therefore, the contingent mortgage lien liability has not been included in the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2018 AND 2017

NOTE 10: ACQUISITIONS OF LOW-INCOME HOUSING PROJECTS

During 2017, SNHS Management Corporation acquired SNHS Deerfield Elderly Housing Limited Partnership (Sherburne Woods), located in Deerfield, NH. SNHS Management Corporation obtained the project operations and assumed all assets, liabilities, debt and equity for the project at fair market value. The acquisition and allocation of the projects was as follows:

Cash	\$ 256,536
Other Current Assets	3,677
Property and Equipment	1,106,200
Current Liabilities	(164,006)
Notes Payable	(918,763)
Equity Acquired (Contribution)	<u>(283,644)</u>
	\$ <u> -</u>

OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors of
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

We have audited the combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate as of and for the years ended July 31, 2018 and 2017, and our report thereon dated January 17, 2019, which expressed an unmodified opinion on those combined financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole.

The combining information in Schedules A and B (pages 23-24), schedules of revenues and expenses - by contract (pages 25-29), required by the State of New Hampshire Governor's Office of Energy and Community Services and the required schedules and financial information for Whispering Pines II, J.B. Milete Manor, and Sherburne Woods (pages 30-47), required by the New Hampshire Housing Finance Authority are presented for purposes of additional analysis and are not a required part of the combined 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 combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined 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 combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

January 17, 2019
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2018

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	\$ 264,637	\$ 5,435,205	\$ 5,699,842	\$ -	\$ 5,699,842
Investments	-	9,085,663	9,085,663	-	9,085,663
Contracts receivable	4,135,001	30,519	4,165,520	-	4,165,520
Accounts receivable	-	836,174	836,174	-	836,174
Prepaid expenses	46,764	43,399	90,163	-	90,163
Under applied overhead	67,750	-	67,750	-	67,750
Due from other corporations	2,279,157	764,706	3,043,863	(3,043,863)	-
Total current assets	<u>6,793,309</u>	<u>16,195,666</u>	<u>22,988,975</u>	<u>(3,043,863)</u>	<u>19,945,112</u>
FIXED ASSETS					
Land	266,860	2,304,934	2,571,794	-	2,571,794
Buildings and improvements	1,570,272	10,040,338	11,610,610	-	11,610,610
Vehicles and equipment	972,328	305,857	1,278,185	-	1,278,185
Total fixed assets	<u>2,809,460</u>	<u>12,651,129</u>	<u>15,460,589</u>	<u>-</u>	<u>15,460,589</u>
Less - accumulated depreciation	1,266,374	3,697,884	4,964,258	-	4,964,258
Net fixed assets	<u>1,543,086</u>	<u>8,953,245</u>	<u>10,496,331</u>	<u>-</u>	<u>10,496,331</u>
OTHER ASSETS					
Restricted cash	<u>31,752</u>	<u>370,986</u>	<u>402,738</u>	<u>-</u>	<u>402,738</u>
TOTAL ASSETS	<u>\$ 8,368,147</u>	<u>\$ 25,519,897</u>	<u>\$ 33,888,044</u>	<u>\$ (3,043,863)</u>	<u>\$ 30,844,181</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 33,275	\$ 89,307	\$ 122,582	\$ -	\$ 122,582
Accounts payable	349,453	108,935	458,388	-	458,388
Accrued payroll and payroll taxes	91,720	1,010,992	1,102,712	-	1,102,712
Accrued compensated absences	-	345,967	345,967	-	345,967
Accrued other liabilities	236,078	1,934	238,012	-	238,012
Refundable advances	1,190,201	118,897	1,309,098	-	1,309,098
Tenant security deposits	24,769	57,032	81,801	-	81,801
Due to other corporations	2,015,773	1,028,090	3,043,863	(3,043,863)	-
Total current liabilities	<u>3,941,269</u>	<u>2,761,154</u>	<u>6,702,423</u>	<u>(3,043,863)</u>	<u>3,658,560</u>
LONG-TERM LIABILITIES					
Long-term debt, less current portion	<u>238,669</u>	<u>2,895,550</u>	<u>3,134,219</u>	<u>-</u>	<u>3,134,219</u>
TOTAL LIABILITIES	<u>4,179,938</u>	<u>5,656,704</u>	<u>9,836,642</u>	<u>(3,043,863)</u>	<u>6,792,779</u>
NET ASSETS					
Unrestricted	<u>4,188,209</u>	<u>19,863,193</u>	<u>24,051,402</u>	<u>-</u>	<u>24,051,402</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,368,147</u>	<u>\$ 25,519,897</u>	<u>\$ 33,888,044</u>	<u>\$ (3,043,863)</u>	<u>\$ 30,844,181</u>

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2018

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant/contract revenue	\$ 36,952,093	\$ -	\$ 36,952,093	\$ (16,178)	\$ 36,935,915
Program service fees	56,998	733,572	790,570	-	790,570
Local funding	2,970	316,022	318,992	-	318,992
Rental income	-	994,930	994,930	-	994,930
Gifts and contributions	228,874	409,838	638,712	-	638,712
Interest Income	152	271,438	271,590	-	271,590
Unrealized gain on investments	-	441,314	441,314	-	441,314
In-kind	2,269,028	-	2,269,028	(2,269,028)	-
Miscellaneous	501,480	276,463	777,943	(137,208)	640,735
TOTAL REVENUES, GAINS AND OTHER SUPPORT	40,011,595	3,443,577	43,455,172	(2,422,414)	41,032,758
EXPENSES					
Program services:					
Child Development	10,738,861	-	10,738,861	(2,314,524)	8,424,337
Community Services	1,476,716	-	1,476,716	(27,506)	1,449,210
Economic and Workforce Dev.	7,801,122	-	7,801,122	(44,196)	7,756,926
Energy	12,805,693	-	12,805,693	(28,328)	12,777,365
Language and Literacy	370,697	-	370,697	-	370,697
Housing and Homeless	238,541	-	238,541	-	238,541
Nutrition and Health	2,493,979	-	2,493,979	(7,860)	2,486,119
Special Projects	1,797,358	-	1,797,358	-	1,797,358
Volunteer Services	114,704	-	114,704	-	114,704
SNHS Management Corporation	-	2,017,381	2,017,381	-	2,017,381
Total program services	37,837,671	2,017,381	39,855,052	(2,422,414)	37,432,638
Support services:					
Management and general	1,770,202	-	1,770,202	-	1,770,202
TOTAL EXPENSES	39,607,873	2,017,381	41,625,254	(2,422,414)	39,202,840
CHANGE IN NET ASSETS	403,722	1,426,196	1,829,918	-	1,829,918
NET ASSETS - BEGINNING OF YEAR	3,784,487	18,436,997	22,221,484	-	22,221,484
NET ASSETS - END OF YEAR	\$ 4,188,209	\$ 19,863,193	\$ 24,051,402	\$ -	\$ 24,051,402

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2018

State of NH Governor's Office of Energy & Community Services
Headstart Program
For the Period
August 1, 2017 to July 31, 2018
Fund # 305

REVENUES

Program funding	\$ 4,903,465
In-kind	1,540,664
Allocated corporate unrestricted revenue	<u>3,872</u>
Total revenue	<u>6,448,001</u>

EXPENSES

Payroll	2,687,387
Payroll taxes	224,403
Fringe benefits	675,262
Workers comp. insurance	60,068
Retirement benefits	147,781
Consultant and contractual	19,568
Travel and transportation	60,924
Occupancy	256,820
Advertising	2,246
Supplies	202,556
Equip. rentals and maintenance	4,127
Insurance	14,175
Telephone	32,592
Postage	1,725
Printing and publications	3,537
Depreciation	11,504
Assistance to clients	7,800
Other direct expense	94,208
Miscellaneous	12,435
In-kind	1,540,664
Administrative costs	<u>388,219</u>
Total expenses	<u>6,448,001</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2018

State of NH Governor's Office of Energy & Community Services

LIHEAP Program

For the Period

October 1, 2017 to July 31, 2018

Fund # 630-18

REVENUES

Program funding	\$ 9,243,426
Other revenue	50
Allocated corporate unrestricted revenue	6,997
Total revenue	<u>9,250,473</u>

EXPENSES

Payroll	399,773
Payroll taxes	34,172
Fringe benefits	123,056
Workers comp. insurance	1,322
Retirement benefits	17,649
Consultant and contractual	26,894
Travel and transportation	9,113
Conference and meetings	535
Occupancy	49,444
Advertising	487
Supplies	21,665
Equip. rentals and maintenance	2,095
Insurance	996
Telephone	7,517
Postage	21,987
Program support	25,261
Depreciation	6,998
Assistance to clients	8,436,323
Other direct expense	2,163
Miscellaneous	994
Administrative costs	62,029
Total expenses	<u>9,250,473</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2018

State of NH Governor's Office of Energy & Community Services
 LIHEAP Program
 For the Period
 August 1, 2017 to September 30, 2017
 Fund # 630-17

REVENUES

Program funding	\$ 185,577
Total revenue	<u>185,577</u>

EXPENSES

Payroll	106,447
Payroll taxes	8,956
Fringe benefits	18,344
Workers comp. insurance	338
Retirement benefits	4,629
Consultant and contractual	608
Travel and transportation	1,086
Occupancy	6,381
Advertising	215
Supplies	5,991
Equip. rentals and maintenance	586
Insurance	648
Telephone	1,174
Postage	1,182
Program support	4,646
Printing and publications	304
Assistance to clients	5,847
Other direct expense	3,992
Miscellaneous	348
Administrative costs	<u>13,855</u>
Total expenses	<u>185,577</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2018

State of NH Governor's Office of Energy & Community Services
 Early Headstart Program
 For the Period
 August 1, 2017 to July 31, 2018
 Fund # 300

REVENUES

Program funding	\$ 1,336,317
In-kind	582,219
Allocated corporate unrestricted revenue	<u>2,972</u>
Total revenue	<u>1,921,508</u>

EXPENSES

Payroll	688,000
Payroll taxes	56,097
Fringe benefits	150,227
Workers comp. insurance	15,158
Retirement benefits	34,670
Consultant and contractual	3,739
Travel and transportation	6,429
Occupancy	118,750
Advertising	555
Supplies	61,523
Equip. rentals and maintenance	2,848
Insurance	2,471
Telephone	16,377
Postage	46
Printing and publications	513
Interest	11,962
Depreciation	25,036
Other direct expense	35,728
Miscellaneous	4,774
In-kind	582,219
Administrative costs	<u>104,386</u>
Total expenses	<u>1,921,508</u>
Excess of expenses over revenue	<u>\$ -</u>

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2018

Electric Energy Assistance

For the Period

August 1, 2017 to July 31, 2018

Fund # 665

REVENUES

Other revenue	\$ 785,737
Allocated corporate unrestricted revenue	<u>19,283</u>
Total revenue	<u>805,020</u>

EXPENSES

Payroll	444,984
Payroll taxes	37,990
Fringe benefits	108,180
Workers comp. insurance	1,399
Retirement benefits	17,016
Consultant and contractual	21,094
Travel and transportation	5,350
Occupancy	55,574
Supplies	24,419
Equip. rentals and maintenance	2,685
Insurance	1,555
Telephone	8,720
Postage	11,310
Depreciation	507
Other direct expense	1,442
Miscellaneous	474
Administrative costs	<u>62,321</u>
Total expenses	<u>805,020</u>

Excess of expenses over revenue \$ -

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENT OF FINANCIAL POSITION

JULY 31, 2018

<i>ASSETS</i>	
CURRENT ASSETS	
Cash - Operations	\$ 28,635
Tenant Accounts Receivable	509
Prepaid Expenses	6,035
Total Current Assets	<u>35,179</u>
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	<u>12,708</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES	
Replacement Reserve	36,414
Operating Reserve	76,953
Tax Escrow	7,270
Insurance Escrow	4,758
Total Restricted Deposits and Funded Reserves	<u>125,395</u>
RENTAL PROPERTY	
Land	166,600
Building and Building Improvements	569,400
Total Rental Property	<u>736,000</u>
Less Accumulated Depreciation	<u>28,068</u>
Net Rental Property	<u>707,932</u>
TOTAL ASSETS	<u><u>\$ 881,214</u></u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Current Portion of Mortgage Loan Payable	\$ 5,886
Accounts Payable	2,729
Accrued Expenses	62
Total Current Liabilities	<u>8,677</u>
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	<u>12,708</u>
LONG-TERM LIABILITIES	
Due to Affiliate	15,947
Mortgage Loan Payable, Net of Current Portion	200,514
Total Long-Term Liabilities	<u>216,461</u>
Total Liabilities	<u>237,846</u>
NET ASSETS	<u>643,368</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 881,214</u></u>

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JULY 31, 2018

RENTAL OPERATIONS

Income

Tenant Rental Income	\$ 172,715
Laundry Income	2,215
Other Income	7,555
Interest Income - Unrestricted	30
Interest Income - Restricted	1,296
Total Income	<u>183,811</u>

Expenses (See Schedule)

Administrative	21,821
Utilities	33,879
Maintenance	63,734
Depreciation	14,316
Interest - NHHFA Mortgage Note	7,332
General Expenses	33,966
Total Expenses	<u>175,048</u>

CHANGE IN NET ASSETS 8,763

NET ASSETS - BEGINNING OF YEAR 634,605

NET ASSETS - END OF YEAR \$ 643,368

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RENTAL OPERATIONS EXPENSES

FOR THE YEAR ENDED JULY 31, 2018

EXPENSES:

Administrative

Advertising	\$	8
Management Fees		14,400
Salaries and Wages		2,209
Fringe Benefits		126
Legal Expenses		69
Telephone		2,973
Other Administrative Expense		2,036
TOTAL ADMINISTRATIVE EXPENSE		21,821

Utilities

Electricity		18,406
Fuel		7,655
Water and Sewer		7,818
TOTAL UTILITY EXPENSE		33,879

Maintenance

Custodial Supplies		320
Trash Removal		1,260
Snow Removal		16,710
Grounds/Landscaping		1,150
Elevator Repairs and Contract		2,920
Repairs (Materials)		17,374
Repairs (Contract)		24,000
TOTAL MAINTENANCE EXPENSE		63,734

Depreciation

14,316

Interest - NHHFA Mortgage Note

7,332

General Expenses

Real Estate Taxes		28,877
Payroll Taxes		203
Workman's Compensation		118
Insurance		4,768
TOTAL GENERAL EXPENSES		33,966

TOTAL EXPENSES

\$ 175,048

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2018

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 153,261	
HAP-Rent Subsidy	18,975	

Total Rental Income		\$ 172,236
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Service Income	2,215	
Interest Income	30	
Commercial Income	-	
Other Income	7,555	

Total Rental Operations Receipts		182,036
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Expenses

Administrative	20,657	
Utilities	33,879	
Maintenance	71,119	
Interest - NHHFA Mortgage Note	7,332	
Interest - Other Notes	-	
General	33,966	
Other	-	

Total Rental Operations Disbursements		(166,953)
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Cash Provided by Rental Operations		15,083
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Amortization of Mortgage	5,684	
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Cash Provided by Rental Operations After Debt Service		9,399
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OTHER RECEIPTS

Due to Management Agent	(26,475)	
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Owner Advances	-	
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Transfer from Restricted Cash Reserves	46,158	
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and Escrows	-	19,683
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OTHER DISBURSEMENTS OR TRANSFERS

Transfers to Restricted Cash Reserves	38,810	
and Escrows	-	

Purchase of Fixed Assets	19,300	
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Repayment of Owner Advances	-	
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Other Partnership Expenses	-	
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Transfers to Tenant Security Deposit Account	-	
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		58,110
--	--	---------------

Net Increase or (Decrease) in Project Account Cash		(29,028)
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Project Account Cash Balance at Beginning of Year		57,663
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Project Account Cash Balance at End of Year		28,635
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Composition of Project Account Cash

Balance at End of Year		28,635
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Petty Cash	-	
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Unrestricted Reserve (if applicable)	-	
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Decorating Reserve	-	
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Operating Reserve	-	
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Other Reserve	-	
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Total Petty Cash and Unrestricted Reserves		-
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Total Project Account Cash at End of Year		\$ 28,635
--	--	------------------

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEAR ENDED JULY 31, 2018

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 4,685	\$ 4,800	\$ 40	\$ 4,767	\$ 4,758
Tax Escrow	6,345	22,960	56	22,091	7,270
Replacement Reserve	44,245	11,050	419	19,300	36,414
Operating Reserve	76,172	-	781	-	76,953
Total Restricted Cash Reserves and Escrows	\$ 131,447	\$ 38,810	\$ 1,296	\$ 46,158	\$ 125,395

SCHEDULE OF SURPLUS CASH CALCULATION
JULY 31, 2018

NET LOSS	\$ 8,763
ADD: DEPRECIATION	14,316
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	5,684
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	11,050
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	19,300
SURPLUS CASH (DEFICIT)	\$ 25,645

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION

FOR THE YEAR ENDED JULY 31, 2018

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
12/31/2001	\$ 243,855	\$ -	\$ 243,855
12/31/2002	\$ 243,855	\$ -	\$ 487,710
12/31/2003	\$ 243,855	\$ 5,895	\$ 725,670
12/31/2004	\$ 243,855	\$ 7,200	\$ 962,325
12/31/2005	\$ 243,855	\$ -	\$ 1,206,180
12/31/2006	\$ 243,855	\$ 6,120	\$ 1,443,915
12/31/2007	\$ 243,855	\$ -	\$ 1,687,770
12/31/2008	\$ 243,855	\$ -	\$ 1,931,625
12/31/2009	\$ 243,855	\$ -	\$ 2,175,480
12/31/2010	\$ 243,855	\$ -	\$ 2,419,335
12/31/2011	\$ 243,855	\$ -	\$ 2,663,190
12/31/2012	\$ 243,855	\$ -	\$ 2,907,045
12/31/2013	\$ 243,855	\$ 7,200	\$ 3,143,700
12/31/2014	\$ 243,855	\$ -	\$ 3,387,555
12/31/2015	\$ 243,855	\$ -	\$ 3,631,410
7/31/2016	\$ 142,249	\$ -	\$ 3,773,659
7/31/2017	\$ 243,855	\$ -	\$ 4,017,514
7/31/2018	\$ 243,855	\$ -	\$ 4,261,369

See independent auditor's report on supplementary information

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENT OF FINANCIAL POSITION

JULY 31, 2018

<i>ASSETS</i>	
CURRENT ASSETS	
Cash - Operations	\$ 37,774
Prepaid Expenses	8,618
Total Current Assets	<u>46,392</u>
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	<u>15,755</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES	
Replacement Reserve	138,851
Operating Reserve	96,364
Tax Escrow	6,538
Total Restricted Deposits and Funded Reserves	<u>241,753</u>
RENTAL PROPERTY	
Land	176,000
Building and Building Improvements	<u>1,071,375</u>
Total Rental Property	<u>1,247,375</u>
Less Accumulated Depreciation	<u>62,422</u>
Net Rental Property	<u>1,184,953</u>
TOTAL ASSETS	<u>\$ 1,488,853</u>
<i>LIABILITIES AND NET ASSETS</i>	
CURRENT LIABILITIES	
Accounts Payable	\$ 3,545
Accrued Expenses	282
Total Current Liabilities	<u>3,827</u>
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	<u>15,772</u>
LONG-TERM LIABILITIES	
Due to Affiliate	40,657
Mortgage Loan Payable, Net of Current Portion	<u>1,170,000</u>
Total Long-Term Liabilities	<u>1,210,657</u>
Total Liabilities	<u>1,230,256</u>
NET ASSETS	<u>258,597</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,488,853</u>

See independent auditor's report on supplementary information

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2018

RENTAL OPERATIONS

Income

Tenant Rental Income	\$ 207,802
Laundry Income	1,228
Interest Income - Unrestricted	33
Interest Income - Restricted	142
Total Income	<u>209,205</u>

Expenses (See Schedule)

Administrative	80,209
Utilities	61,477
Maintenance	34,774
Depreciation	27,009
General Expenses	49,818
Total Expenses	<u>253,287</u>

CHANGE IN NET ASSETS

(44,082)

NET ASSETS - BEGINNING OF YEAR

302,679

NET ASSETS - END OF YEAR

\$ 258,597

See independent auditor's report on supplementary information

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULE OF RENTAL OPERATIONS EXPENSES

FOR THE YEAR ENDED JULY 31, 2018

EXPENSES:

Administrative

Advertising	\$ 50
Management Fees	17,818
Salaries and Wages	42,606
Fringe Benefits	12,930
Audit and Accounting Expense	800
Legal Expenses	1,173
Telephone	1,601
Other Administrative Expense	3,231
TOTAL ADMINISTRATIVE EXPENSE	80,209

Utilities

Electricity	39,427
Fuel	13,413
Water and Sewer	7,728
Other Utility Expense	909
TOTAL UTILITY EXPENSE	61,477

Maintenance

Custodial Supplies	1,605
Trash Removal	2,160
Snow Removal	3,450
Grounds/Landscaping	2,204
Elevator Repairs and Contract	5,912
Repairs (Materials)	19,443
TOTAL MAINTENANCE EXPENSE	34,774

Depreciation

27,009

General Expenses

Real Estate Taxes	34,599
Payroll Taxes	3,651
Workman's Compensation	1,866
Retirement Benefits	1,283
Insurance	8,419
TOTAL GENERAL EXPENSES	49,818

TOTAL EXPENSES

\$ 253,287

See independent auditor's report on supplementary information

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)
SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT
FOR THE YEAR ENDED JULY 31, 2018

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 177,836	
HAP Rent Subsidy	29,966	

Total Rental Income

Service Income	1,228	
Interest Income	33	
Commercial Income	-	
Other Income	-	

Total Rental Operations Receipts

209,063

Expenses

Administrative	81,918	
Utilities	61,477	
Maintenance	34,907	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	49,818	
Other	-	

Total Rental Operations Disbursements

(228,120)

Cash Provided by Rental Operations

(19,057)

Amortization of Mortgage

Cash Provided by Rental Operations

After Debt Service

(19,057)

OTHER RECEIPTS

Due to Management Agent

(22,427)

Owner Advances

-

Transfer from Restricted Cash Reserves
and Escrows

-

-

(22,427)

OTHER DISBURSEMENTS OR TRANSFERS

Transfers to Restricted Cash Reserves
and Escrows

15,599

Purchase of Fixed Assets

8,975

Repayment of Owner Advances

-

Other Partnership Expenses

-

Transfers to Tenant Security Deposit Account

(21)

24,553

Net Increase or (Decrease) in Project Account Cash

(66,037)

Project Account Cash Balance at Beginning of Year

103,811

Project Account Cash Balance at End of Year

37,774

Composition of Project Account Cash

Balance at End of Year

37,774

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 37,774

See independent auditor's report on supplementary information

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEAR ENDED JULY 31, 2018

<u>Description of Fund</u>	<u>Balance</u> Beginning of <u>Period</u>	<u>Deposits</u> Transfers From Operations <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> Transfers to Operations <u>Account</u>	<u>Balance</u> End of <u>Period</u>
<u>Restricted Accounts:</u>					
Tax Escrow	\$ 6,534	\$ -	\$ 4	\$ -	\$ 6,538
Replacement Reserve	123,172	15,599	80	-	138,851
Operating Reserve	96,306	-	58	-	96,364
Total Restricted Cash Reserves and Escrows	\$ 226,012	\$ 15,599	\$ 142	\$ -	\$ 241,753

SCHEDULE OF SURPLUS CASH CALCULATION
JULY 31, 2018

NET LOSS	\$ (44,082)
ADD: DEPRECIATION	27,009
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	-
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	15,599
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	-
SURPLUS CASH (DEFICIT)	\$ (32,672)

See independent auditor's report on supplementary information

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

STATEMENT OF FINANCIAL POSITION

JULY 31, 2018

<i>ASSETS</i>	
CURRENT ASSETS	
Cash - Operations	\$ 56,958
Prepaid Expenses	6,623
Total Current Assets	63,581
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	16,600
RESTRICTED DEPOSITS AND FUNDED RESERVES	
Replacement Reserve	111,486
Operating Reserve	65,873
Tax Escrow	9,311
Insurance Escrow	3,802
Total Restricted Deposits and Funded Reserves	190,472
RENTAL PROPERTY	
Land	211,000
Building and Building Improvements	895,200
Total Rental Property	1,106,200
Less Accumulated Depreciation	5,595
Net Rental Property	1,100,605
TOTAL ASSETS	\$ 1,371,258
 <i>LIABILITIES AND NET ASSETS</i> 	
CURRENT LIABILITIES	
Current Portion of Mortgage Loan Payable	\$ 14,309
Accounts Payable	2,410
Accrued Expenses	117
Total Current Liabilities	16,836
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	16,600
LONG-TERM LIABILITIES	
Due to Affiliate	136,698
Mortgage Loan Payable, Net of Current Portion	901,031
Total Long-Term Liabilities	1,037,729
Total Liabilities	1,071,165
NET ASSETS	300,093
TOTAL LIABILITIES AND NET ASSETS	\$ 1,371,258

See independent auditor's report on supplementary information

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

STATEMENT OF ACTIVITIES

FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

RENTAL OPERATIONS

Income

Tenant Rental Income	\$ 66,083
Laundry Income	670
Donation	283,644
Other Income	582
Interest Income - Unrestricted	9
Interest Income - Restricted	677
Total Income	<u>351,665</u>

Expenses (See Schedule)

Administrative	11,228
Utilities	6,553
Maintenance	12,698
Depreciation	5,595
Interest - NHHFA Mortgage Note	6,557
General Expenses	8,941
Total Expenses	<u>51,572</u>

CHANGE IN NET ASSETS 300,093

NET ASSETS - BEGINNING OF YEAR -

NET ASSETS - END OF YEAR \$ 300,093

See independent auditor's report on supplementary information

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RENTAL OPERATIONS EXPENSES
FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

EXPENSES:

Administrative

Management Fees	\$ 4,500
Salaries and Wages	3,417
Fringe Benefits	1,036
Audit and Accounting Expense	925
Telephone	572
Other Administrative Expense	778
TOTAL ADMINISTRATIVE EXPENSE	11,228

Utilities

Electricity	4,442
Fuel	1,334
Water and Sewer	200
Other Utility Expense	577
TOTAL UTILITY EXPENSE	6,553

Maintenance

Trash Removal	525
Grounds/Landscaping	431
Repairs (Materials)	11,742
TOTAL MAINTENANCE EXPENSE	12,698

Depreciation

5,595

Interest - NHHFA Mortgage Note

6,557

General Expenses

Real Estate Taxes	6,938
Payroll Taxes	287
Workman's Compensation	182
Retirement benefits	342
Insurance	1,192
TOTAL GENERAL EXPENSES	8,941

\$ 51,572

See independent auditor's report on supplementary information

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$	31,338
HAP Rent Subsidy		34,745

Total Rental Income \$ 66,083

Service Income		670
Interest Income		9
Commercial Income		-
Other Income		582

Total Rental Operations Receipts 67,344

Expenses

Administrative		14,673
Utilities		6,553
Maintenance		13,836
Interest - NHHFA Mortgage Note		6,557
Interest - Other Notes		-
General		8,941
Other		-

Total Rental Operations Disbursements (50,560)

Cash Provided by Rental Operations 16,784

Amortization of Mortgage 3,423

**Cash Provided by Rental Operations
After Debt Service** 13,361

OTHER RECEIPTS

Due to Management Agent (7,046)

Owner Advances -

Transfer from Restricted Cash Reserves 13,910

and Escrows -

6,864

OTHER DISBURSEMENTS OR TRANSFERS

**Transfers to Restricted Cash Reserves
and Escrows** 12,881

Purchase of Fixed Assets -

Repayment of Owner Advances -

Other Partnership Expenses -

Transfers to Tenant Security Deposit Account -

12,881

Net Increase or (Decrease) in Project Account Cash 7,344

Project Account Cash Balance at Beginning of Year 49,614

Project Account Cash Balance at End of Year 56,958

Composition of Project Account Cash

Balance at End of Year 56,958

Petty Cash

Unrestricted Reserve (if applicable)

Decorating Reserve -

Operating Reserve -

Other Reserve -

Total Petty Cash and Unrestricted Reserves

**Total Project Account Cash
at End of Year** \$ 56,958

See independent auditor's report on supplementary information

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

<u>Description of Fund</u>	<u>Deposits</u>			<u>Withdrawals</u>	
	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 2,666	\$ 1,125	\$ 11	\$ -	\$ 3,802
Tax Escrow	15,927	7,256	38	13,910	9,311
Replacement Reserve	106,595	4,500	391	-	111,486
Operating Reserve	65,636	-	237	-	65,873
Total Restricted Cash Reserves and Escrows	\$ 190,824	\$ 12,881	\$ 677	\$ 13,910	\$ 190,472

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2018

NET INCOME	\$ 300,093
ADD: DEPRECIATION	5,595
DEDUCT NONCASH DONATION	283,644
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	3,423
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	4,500
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	-
SURPLUS CASH (DEFICIT)	\$ 14,121

See independent auditor's report on supplementary information

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEAR ENDED JULY 31, 2018

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
12/31/2003	\$ 113,850	\$ -	\$ 113,850
12/31/2004	\$ 113,850	\$ -	\$ 227,700
12/31/2005	\$ 113,850	\$ -	\$ 341,550
12/31/2006	\$ 113,850	\$ -	\$ 455,400
12/31/2007	\$ 113,850	\$ -	\$ 569,250
12/31/2008	\$ 113,850	\$ -	\$ 683,100
12/31/2009	\$ 113,850	\$ -	\$ 796,950
12/31/2010	\$ 113,850	\$ -	\$ 910,800
12/31/2011	\$ 113,850	\$ -	\$ 1,024,650
12/31/2012	\$ 113,850	\$ -	\$ 1,138,500
12/31/2013	\$ 113,850	\$ -	\$ 1,252,350
12/31/2014	\$ 113,850	\$ -	\$ 1,366,200
12/31/2015	\$ 113,850	\$ -	\$ 1,480,050
12/30/2016	\$ 113,850	\$ -	\$ 1,593,900
12/30/2017	\$ 113,850	\$ -	\$ 1,707,750
7/31/2018	\$ 66,413	\$ -	\$ 1,774,163

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Partnership for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ as of December 2018

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<p><u>Representing Manchester</u> Lou D'Allesandro Vice Chair</p> <p>German J. Ortiz</p>	<p><u>Representing Manchester</u> Peter Ramsey <i>Term: 4/18-9/21</i></p> <p>Carrie Marshall Gross <i>Term: 9/17-9/20</i></p>	<p><u>Representing Manchester</u> James Brown <i>9/18-9/21</i></p> <p>Orville Kerr, Secretary <i>Term 9/18-9/21</i></p>	<p>Anna Hamel <i>Term Expires Nov. 2019</i></p>
<p><u>Representing Nashua</u> Kevin Moriarty Treasurer</p>	<p><u>Representing Nashua</u> Dolores Bellavance, Chairman <i>Term: 9/18-9/21</i></p> <p>Wayne R. Johnson <i>Term: 9/18-9/21</i></p>	<p><u>Representing Nashua</u> Bonnie Henault <i>Term: 9/17-9/20</i></p> <p>Shirley Pelletier <i>Term: 9/17-9/20</i></p>	
<p><u>Representing Towns</u> Thomas Mullins</p>	<p><u>Representing Towns</u></p>	<p><u>Representing Towns</u> Deirdre O'Malley <i>Term: 9/16-9/19</i></p>	
<p><u>Representing Rockingham County</u> Rep. Sherman Packard</p>	<p><u>Representing Rockingham County</u></p>	<p><u>Representing Rockingham County</u></p>	

DONNALEE LOZEAU

Community/Civic Involvement- Current

- Eagle Scout Board of Review
- St. Joseph Hospital Board of Directors
- NH Tomorrow Leadership Council
- Statewide Workforce Innovation Board
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- NH Community Action Assoc.
- St. Mary's Bank Supervisory Committee

Community/Civic Involvement- Past

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Past President; current Big Sister
- Manchester Community Resource Center, BOD
- Greater Nashua Dental Connection BOD, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council BOD
- Great American Downtown
- Servicelink BOD
- NH Energy and Climate Collaborative
- Health Care District Council V
- Task Force for the Renewal of Judicial Conduct Procedures
- Domestic Violence Coordinating Council Nashua
- Discipline Review Committee Nashua School District
- Nashua Community College Advisory Board
- Nashua Airport Authority, Commissioner
- US Conference of Mayors
- Nashua Legislative Delegation, Chair and Vice Chair
- No Labels
- Fix the Debt

EXPERIENCE

Southern New Hampshire Services, Inc. **Manchester, NH**
(January 2016-Present)

Executive Director/CEO

- Development and oversight of Community Action Agency serving all of Hillsborough and Rockingham Counties

City of Nashua, New Hampshire **Nashua, NH**
(2008-2016) - Elected

Mayor

- Overall day to day management of city operations
- Annual budget development and oversight
- Chair of Board of Public Works
- Chair of Finance Committee

Southern New Hampshire Services, Inc. **Manchester, NH**
(1993 – 2008)

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach
- Developed partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Developed 219 units of Elderly Housing
- Founded Mary's House 40 units of housing for homeless women
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services
- Secured property and developed sites for two outreach office locations and four housing developments
- Developed the program and secured the site for Economic Opportunity Center

City Streets Restaurant, (1986-1991) **Nashua, NH**
City Streets Diner, (2000 – 2003) **Nashua, NH**

Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts
- Responsible for oversight of the day to day operations and restaurant management to include hiring and firing of employees, employee performance evaluations and scheduling of staff
- Manage Accounts Payable and Accounts Receivable, purchasing, auditing, deposit, and check processing functions for the restaurant
- Responsible for compliance with local, state and federal requirements as related to; licenses, taxes, fees and staff

Past Community/Civic Involvement Continued

- American Legion Granite Girls State (student advisor)
- NH Center for Public Policy Studies
- Nashua Senior High School Senate- Community Advisor
- East Hollis Street Master Plan-Steering Committee
- New Hampshire Criminal Justice Resource Center, Director
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Reclaiming Futures, local asset building development collaborative, founding member
- Mayor's Task Force on Housing, Chair
- Greater Nashua Asset Building Coalition, Founding Member
- Greater Nashua Healthy Community Collaborative, Member
- New Futures, Adolescent Treatment Collaborative, Member
- NH Workforce Housing Council, Member
- Continuum Care for the Homeless, Member
- United Way Community Needs Assessment Committee, Member
- New Hampshire Charitable Foundation State Board, Member

ELECTED OFFICE

NH State Representative, Hillsborough County, District 30
(1984 – 2000)

Deputy Speaker of the NH House of Representatives
(1995 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content;
- Presided over House sessions and coordinated Committees of Conference
- House Staff and Security oversight
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- Chair, New member Orientation
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- Member State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council, member
 - Chairman Subcommittee on Offenders,
 - Space and Prison Programming
 - Co-Chair Juveniles subcommittee
- National Conference of State Legislatures Law and Justice Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

EDUCATION & TRAINING

- CCAP, Certified Community Action Professional
- Rivier College, Nashua, NH- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Computer Skills, Microsoft Office Applications
- Justice of the Peace

RYAN CLOUTHIER



OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.



EXPERIENCE

Deputy Director | Southern New Hampshire Services Inc.

FEB. 2018-PRESENT

Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Deputy Director will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Executive Director and Fiscal Officer the Deputy Director provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

Energy and Housing Operations Director | Southern New Hampshire Services Inc.

2016 – 2018

Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this positions provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

Energy Director | Southern New Hampshire Services Inc.

2013 – 2016

Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

Weatherization Director | Southern New Hampshire Services Inc.

2006-2013

Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition

Energy Auditor | Southern New Hampshire Services Inc.

2004 – 2006

Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

Network Analyst | Genuity

2004 – 2006

Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.



EDUCATION

2000 NH Community Technical College

1994-1998: Dover High School

Other: Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.



SKILLS

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include, TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.



ACTIVITIES/ACCOMPLISHMENTS

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.

JAMES M. CHAISSON

SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
 - Controller in MFG & Distribution
 - Treasury and Cash Flow Management
 - Financial & Capital Budgeting, Reporting & Control
 - Cost Accounting Manager
 - General Accounting Manager
 - Business Performance Metric Establishment and Measurement
-

PROFESSIONAL EXPERIENCE

Southern New Hampshire Services, Manchester, NH

5/2009-Present

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sights located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers \$36 million in program funds annually with over 450 employees.

Chief Fiscal Officer

1/2017 to Present

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

Senior Accountant

5/2009-1/2017

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

James M. Chaisson

WOOD STRUCTURES, INC. Biddeford, ME

2001-4/2009

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a \$70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller

2006-4/2009

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager

2001-2006

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

VISHAY SPRAGUE, Sanford, ME

1978-2001

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSE: VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of \$200 million and 1,400 employees.

Plant Cost Accounting Manager

1997-2001

Division General Accounting Manager

1995-1997

Division Operation Accountant

1989-1995

Division Fixed Asset Accountant

1987-1989

Master Engineering Technician

1984-1987

Lead Production Technician

1978-1984

EDUCATION

NASSON COLLEGE, Springvale, ME

B.S. in Business Administration

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southern New Hampshire Services

Name of Program: WIC and Breastfeeding Peer Counseling Services Amendment #2 February 2019

BUDGET PERIOD:		SFY2020		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Donnalee Lozeau	Executive Director	\$185,294	0.00%	\$0.00
Ryan Clouthier	Deputy Director	\$109,181	0.00%	\$0.00
James Chaisson	Chief Fiscal Officer	\$125,962	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD:		SFY2021		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Donnalee Lozeau	Executive Director	\$190,853	0.00%	\$0.00
Ryan Clouthier	Deputy Director	\$112,456	0.00%	\$0.00
James Chaisson	Chief Fiscal Officer	\$129,741	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 15, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475, and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$646,498	\$19,501	\$665,999
	Total:		\$5,878,624	\$125,851	\$6,004,475

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM.

See Attached Fiscal Details for Funding Distribution

EXPLANATION

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.

New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program:

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

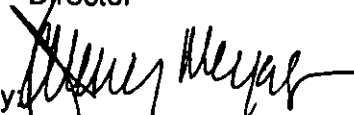
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW
Director

Approved by



Jeffrey A. Meyers
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			Sub-Total	\$782,865	\$12,600	\$795,465

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			Sub-Total	\$780,865	\$2,000	\$782,865

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			Sub-Total	\$491,164	\$7,650	\$498,814

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			Sub-Total	\$489,164	\$2,000	\$491,164

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			Sub-Total	\$1,345,034	\$24,000	\$1,369,034

**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1st Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #1") dated this 25th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,744,468.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services.
5. Delete in its entirety Exhibit B-1, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Budget.
6. Delete in its entirety Exhibit B-3, Budget, and replace with Exhibit B-2 Amendment #1, SFY 2019 WIC Budget.
7. Add Exhibit B-3 Amendment #1, Infrastructure Budget.
8. Add Exhibit K, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/10/18
Date

[Signature]
Name: LISA MORRIS
Title: DIRECTOR, DPHS

Southern New Hampshire Services

April 30, 2018
Date

[Signature]
Name: Donnalee Lozeau
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on April 30, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Debra Stohrer
Name and Title of Notary or Justice of the Peace

My Commission Expires: **DEBRA D. STORER**
Notary Public - New Hampshire
My Commission Expires November 18, 2020

New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

5-23-18
Date

RWR
Name: *Rebecca W. Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Vendor shall use additional funding:
 - 2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;
 - 2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;
 - 2.1.1.2. Must be in place no later than June 30, 2018.
 - 2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;
 - 2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30th, 2018;

DL

4-30-18

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

Divided/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Warron, Infants and Children

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 711,377.84	\$ -	\$ 711,377.84	\$ -	\$ -	\$ -	\$ 711,377.84	\$ -	\$ 711,377.84
2. Employee Benefits	\$ 297,706.09	\$ -	\$ 297,706.09	\$ -	\$ -	\$ -	\$ 297,706.09	\$ -	\$ 297,706.09
3. Consultants	\$ 28,300.00	\$ -	\$ 28,300.00	\$ -	\$ -	\$ -	\$ 28,300.00	\$ -	\$ 28,300.00
4. Equipment	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 29,050.00	\$ -	\$ 29,050.00	\$ -	\$ -	\$ -	\$ 29,050.00	\$ -	\$ 29,050.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 25,200.00	\$ -	\$ 25,200.00	\$ -	\$ -	\$ -	\$ 25,200.00	\$ -	\$ 25,200.00
7. Occupancy	\$ 68,400.00	\$ -	\$ 68,400.00	\$ -	\$ -	\$ -	\$ 68,400.00	\$ -	\$ 68,400.00
8. Contract Expenses	\$ 26,498.00	\$ -	\$ 26,498.00	\$ -	\$ -	\$ -	\$ 26,498.00	\$ -	\$ 26,498.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00
12. Indirect Cost	\$ -	\$ 102,773.00	\$ 102,773.00	\$ -	\$ -	\$ -	\$ -	\$ 102,773.00	\$ 102,773.00
13. Other (Computer Purchase/MIS carryforward)	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00
TOTAL	\$ 1,297,331.73	\$ 102,773.00	\$ 1,310,104.73	\$ -	\$ -	\$ -	\$ 1,297,331.73	\$ 102,773.00	\$ 1,310,104.73
Indirect As A Percent of Direct 8.5%									

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2018 to 6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS-18 contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 695,384.59	\$ -	\$ 695,384.59	\$ -	\$ -	\$ -	\$ 695,384.59	\$ -	\$ 695,384.59
2. Employee Benefits	\$ 295,248.30	\$ -	\$ 295,248.30	\$ -	\$ -	\$ -	\$ 295,248.30	\$ -	\$ 295,248.30
3. Consultants	\$ 24,918.00	\$ -	\$ 24,918.00	\$ -	\$ -	\$ -	\$ 24,918.00	\$ -	\$ 24,918.00
4. Equipment	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 39,050.00	\$ -	\$ 39,050.00	\$ -	\$ -	\$ -	\$ 39,050.00	\$ -	\$ 39,050.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 25,200.00	\$ -	\$ 25,200.00	\$ -	\$ -	\$ -	\$ 25,200.00	\$ -	\$ 25,200.00
7. Occupancy	\$ 65,400.00	\$ -	\$ 65,400.00	\$ -	\$ -	\$ -	\$ 65,400.00	\$ -	\$ 65,400.00
8. Current Expenses	\$ 24,998.00	\$ -	\$ 24,998.00	\$ -	\$ -	\$ -	\$ 24,998.00	\$ -	\$ 24,998.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 6,600.00	\$ -	\$ 6,600.00	\$ -	\$ -	\$ -	\$ 6,600.00	\$ -	\$ 6,600.00
12. Indirect Cost	\$ -	\$ 107,106.00	\$ 107,106.00	\$ -	\$ -	\$ -	\$ -	\$ 107,106.00	\$ 107,106.00
13. Special Project/NWA Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,178,996.89	\$ 107,106.00	\$ 1,286,102.89	\$ -	\$ -	\$ -	\$ 1,178,996.89	\$ 107,106.00	\$ 1,286,102.89

Indirect As A Percent of Direct

8.1%

Exhibit B-3 Amendment #1
Infrastructure Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Infrastructure

Budget Period: 7/1/2017 to 06/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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. Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Computer Equipment Purchases)	\$ 30,400.00	\$ -	\$ 30,400.00	\$ -	\$ -	\$ -	\$ 30,400.00	\$ -	\$ 30,400.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 30,400.00	\$ -	\$ 30,400.00	\$ -	\$ -	\$ -	\$ 30,400.00	\$ -	\$ 30,400.00

Indirect As A Percent of Direct 0.0%



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for Individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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4-30-18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

DL

4-30-18



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



May 1, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
Total:			\$5,878,624

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified, without further approval from the Governor and Executive Council.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

Community Action Program for Belknap and Merrimack Counties

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902
			Sub-Total:	\$782,865

Goodwin Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

Southern New Hampshire Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312

Community Action Program for Belknap and Merrimack Counties

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,865

Goodwin Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

Southern New Hampshire Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,668
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

EXPLANATION

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups; pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.

These contracts contain language which allows the Department to extend contracted services for up to four additional years, contingent upon satisfactory performance, continued funding and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

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

Respectfully submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

**Special Supplemental Nutrition
Program for Women, Infants & Children**

RFP-2018-DPHS-11-SPEC1

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. CAP Belknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	167
	200	182
	200	182

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin
4. Lissa Sirois, Administrator
Nutrition Services DPHS
5. _____
6. _____

Subject: WIC and Breastfeeding Peer Counseling Services (RFP-2018-DPHS-11-SPEC-03)





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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire Services		1.4 Contractor Address 40 Pine Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 05-95-90-902010-5260-102-500731 05-95-90-902010-5260-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$2,688,068
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau Executive Director	
1.13 Acknowledgement/ State of NH, County of Hillsborough On <u>May 9, 2017</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 s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: center;"> DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Debra Stohrer, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LWA MORRIS, DIRECTOR	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. York - Attorney 5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

2. STATEMENT OF WORK

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
 - 2.2.1 Provide WIC services to the contracted caseload of 6,932 to include women, infants and children each month utilizing the StarLINC MIS system in the counties of Rockingham and Hillsborough.
 - 2.2.2 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
 - 2.2.3 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
 - 2.2.4 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.
 - 2.2.5 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:



Exhibit A

-
- 2.2.5.1 Include national WIC enrollment and retention website (www.signupwic.com) in outreach materials and on individual agency website;
 - 2.2.5.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
 - 2.2.5.3 Distribution of WIC informational booklets and referral materials;
 - 2.2.5.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
 - 2.2.5.5 Maintenance of participant waiting list, if appropriate;
 - 2.2.5.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
 - 2.2.5.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
 - 2.2.5.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.6 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
- 2.2.6.1 A minimum of twenty-five (25) enrolled participants;
 - 2.2.6.2 Nearby WIC-authorized food stores;
 - 2.2.6.3 Other community and health services that serve WIC eligible participants; and
 - 2.2.6.4 Available transportation for accessing the WIC clinic.
- 2.2.7 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.8 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.9 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.10 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.11 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.12 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.
- 2.2.13 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.



Exhibit A

-
- 2.2.14 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
 - 2.2.15 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
 - 2.2.16 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
 - 2.2.17 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
 - 2.2.18 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract
 - 2.2.19 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
 - 2.2.20 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
 - 2.2.21 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
 - 2.2.22 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
 - 2.2.23 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
 - 2.2.24 Conduct special projects as appropriate funding is received.
 - 2.2.25 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30th of each contract year.
- 3.2 The Contractor shall provide a mid-year progress report no later than January 30th of each contract year.



Exhibit A

- 3.3 The Contractor shall provide a year-end report no later than June 30th of each contract year.

4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

5. PERFORMANCE MEASURES

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department



Exhibit A

and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:

- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3rd month of pregnancy.
 - 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5th birthday.
 - 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
 - 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
 - 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.
- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

Workplan Schedule

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2, B-3, and B-4.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. 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.
 - 4.2. The invoices must:
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

Exhibit B-1
Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 711,377.84	\$ -	\$ 711,377.84	\$ -	\$ -	\$ -	\$ 711,377.84	\$ -	\$ 711,377.84
2. Employee Benefits	\$ 281,708.09	\$ -	\$ 281,708.09	\$ -	\$ -	\$ -	\$ 281,708.09	\$ -	\$ 281,708.09
3. Consultants	\$ 24,300.00	\$ -	\$ 24,300.00	\$ -	\$ -	\$ -	\$ 24,300.00	\$ -	\$ 24,300.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
Office	\$ 23,050.00	\$ -	\$ 23,050.00	\$ -	\$ -	\$ -	\$ 23,050.00	\$ -	\$ 23,050.00
6. Travel	\$ 25,200.00	\$ -	\$ 25,200.00	\$ -	\$ -	\$ -	\$ 25,200.00	\$ -	\$ 25,200.00
7. Contingency	\$ 65,400.00	\$ -	\$ 65,400.00	\$ -	\$ -	\$ -	\$ 65,400.00	\$ -	\$ 65,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 18,700.00	\$ -	\$ 18,700.00	\$ -	\$ -	\$ -	\$ 18,700.00	\$ -	\$ 18,700.00
Postage	\$ 3,298.00	\$ -	\$ 3,298.00	\$ -	\$ -	\$ -	\$ 3,298.00	\$ -	\$ 3,298.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00
12. Indirect Cost	\$ -	\$ 107,273.00	\$ 107,273.00	\$ -	\$ -	\$ -	\$ -	\$ 107,273.00	\$ 107,273.00
13. Other (specify state mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,178,831.73	\$ 107,273.00	\$ 1,286,104.73	\$ -	\$ -	\$ -	\$ 1,178,831.73	\$ 107,273.00	\$ 1,286,104.73

Indirect As A Percent of Direct

8.7%

Contractor Initials:

Date: 5/10/17

Exhibit B-2
Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2017 to 06/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 42,129.99	\$ -	\$ 42,129.99	\$ -	\$ -	\$ -	\$ 42,129.99	\$ -	\$ 42,129.99
2. Employee Benefits	\$ 7,818.12	\$ -	\$ 7,818.12	\$ -	\$ -	\$ -	\$ 7,818.12	\$ -	\$ 7,818.12
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 3,066.00	\$ -	\$ 3,066.00	\$ -	\$ -	\$ -	\$ 3,066.00	\$ -	\$ 3,066.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Indirect Cost	\$ -	\$ 4,915.00	\$ 4,915.00	\$ -	\$ -	\$ -	\$ -	\$ 4,915.00	\$ 4,915.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 54,014.11	\$ 4,915.00	\$ 58,929.11	\$ -	\$ -	\$ -	\$ 54,014.11	\$ 4,915.00	\$ 58,929.11

Indirect As A Percent of Direct

9.1%

Contractor Initials: DL
Date: 5/9/17

Exhibit B-3
Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2018 to 06/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 695,384.59	\$ -	\$ 695,384.59	\$ -	\$ -	\$ -	\$ 695,384.59	\$ -	\$ 695,384.59
2. Employee Benefits	\$ 295,248.30	\$ -	\$ 295,248.30	\$ -	\$ -	\$ -	\$ 295,248.30	\$ -	\$ 295,248.30
3. Consultants	\$ 24,918.00	\$ -	\$ 24,918.00	\$ -	\$ -	\$ -	\$ 24,918.00	\$ -	\$ 24,918.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
Office	\$ 23,050.00	\$ -	\$ 23,050.00	\$ -	\$ -	\$ -	\$ 23,050.00	\$ -	\$ 23,050.00
6. Travel	\$ 25,200.00	\$ -	\$ 25,200.00	\$ -	\$ -	\$ -	\$ 25,200.00	\$ -	\$ 25,200.00
7. Occupancy	\$ 65,400.00	\$ -	\$ 65,400.00	\$ -	\$ -	\$ -	\$ 65,400.00	\$ -	\$ 65,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 16,700.00	\$ -	\$ 16,700.00	\$ -	\$ -	\$ -	\$ 16,700.00	\$ -	\$ 16,700.00
Postage	\$ 3,298.00	\$ -	\$ 3,298.00	\$ -	\$ -	\$ -	\$ 3,298.00	\$ -	\$ 3,298.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00
12. Indirect Cost	\$ -	\$ 107,106.00	\$ 107,106.00	\$ -	\$ -	\$ -	\$ -	\$ 107,106.00	\$ 107,106.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,176,998.89	\$ 107,106.00	\$ 1,284,104.89	\$ -	\$ -	\$ -	\$ 1,176,998.89	\$ 107,106.00	\$ 1,284,104.89

Indirect As A Percent of Direct

9.1%

Contractor Initials:

Date: 5/9/17

Exhibit B-4
Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2018 to 06/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 42,409.11	\$ -	\$ 42,409.11	\$ -	\$ -	\$ -	\$ 42,409.11	\$ -	\$ 42,409.11
2. Employee Benefits	\$ 8,050.04	\$ -	\$ 8,050.04	\$ -	\$ -	\$ -	\$ 8,050.04	\$ -	\$ 8,050.04
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,850.00	\$ -	\$ 2,850.00	\$ -	\$ -	\$ -	\$ 2,850.00	\$ -	\$ 2,850.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Indirect Cost	\$ -	\$ 4,915.00	\$ 4,915.00	\$ -	\$ -	\$ -	\$ -	\$ 4,915.00	\$ 4,915.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 54,014.15	\$ 4,915.00	\$ 58,929.15	\$ -	\$ -	\$ -	\$ 54,014.15	\$ 4,915.00	\$ 58,929.15

Indirect As A Percent of Direct

9.1%

Contractor Initials: *[Signature]*

Date: 5/9/17



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Southern New Hampshire Services

May 9-2017
Date

Donnalee Lozeau
Name: Donnalee Lozeau
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Southern New Hampshire Services

May 9 2017
Date

Name: Donnalee Lozeau
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

[Handwritten Signature]
5/9/17



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Southern New Hampshire Services

May 9 2017
Date

Name: Donnalee Bzeau
Title: Executive Director

Contractor Initials DL
Date 5/9/17



**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

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

Contractor Initials

Date

5/9/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Southern New Hampshire Services

May 9, 2017
Date

Donnalee Lozeau
Name: Donnalee Lozeau
Title: Executive Director

Exhibit G

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

Contractor Initials DL

Date 5/9/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Southern New Hampshire Services

May 9, 2017
Date



Name: DonnaLee Lozeau
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

DL

Date

5/9/17



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below;
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

ML

Date

5/9/17



Exhibit I

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

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

3/2014

Contractor Initials *dy*

Date *5/9/17*



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

3/2014

Contractor Initials

Date

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5/9/17



Exhibit I

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

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

The State _____
 Signature of Authorized Representative [Handwritten Signature]
 Name of Authorized Representative LISA MORRIS
 Title of Authorized Representative Director, DPHS
 Date 5/15/17

Southern New Hampshire Services
 Name of the Contractor _____
 Signature of Authorized Representative [Handwritten Signature]
 Name of Authorized Representative Bonnalee Lozeau
 Title of Authorized Representative Executive Director
 Date May 9-2017



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

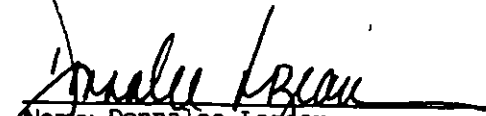
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


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

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

Contractor Name: Southern New Hampshire Services

May 9, 2017
Date


Name: Donnalee Loreau
Title: Executive Director


5/9/17



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 088584065
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 60 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO x YES

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

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

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

 NO x YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

 DC
 5/9/17



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the WIC and Breastfeeding Peer Counseling Services**

This 3rd Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #3"), dated this 15th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14) and on April 17, 2019 (Item #23), 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 Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,328,257.
3. Add Exhibit B-1 Amendment #3, SFY 2020 WIC Budget.
4. Add Exhibit B-2 Amendment #3, SFY 2020 BFPC Budget.
5. Add Exhibit B-3 Amendment #3, SFY 2020 EWIC Budget.
6. Add Exhibit B-4 Amendment #3, SFY 2021 WIC Budget.
7. Add Exhibit B-5 Amendment #3, SFY 2021 BFPC Budget.



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

4/29/19
Date

Lisa Morris
Name: LISA MORRIS
Title: DIRECTOR, DPHS

Southwestern Community Services

4.18.19
Date

Margaret Freeman
Name: Margaret Freeman
Title: CFO

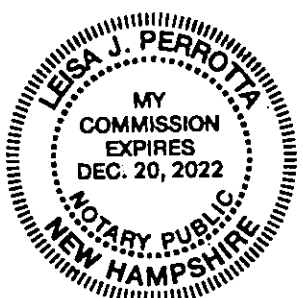
Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on 4/18/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Leisa J Perrotta
Signature of Notary Public or Justice of the Peace

LEISA J PERROTTA
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/20/22





**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Sr. Asst. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #3
SFY 2020 WIC Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2019- 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 132,330.00	\$ -	\$ 132,330.00				\$ 132,330.00	\$ -	\$ 132,330.00
2. Employee Benefits	\$ 75,398.00	\$ -	\$ 75,398.00				\$ 75,398.00	\$ -	\$ 75,398.00
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ 15,300.00	\$ -	\$ 15,300.00				\$ 15,300.00	\$ -	\$ 15,300.00
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ 5,800.00	\$ -	\$ 5,800.00				\$ 5,800.00	\$ -	\$ 5,800.00
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00				\$ 8,800.00	\$ -	\$ 8,800.00
7. Occupancy	\$ 22,184.00	\$ -	\$ 22,184.00				\$ 22,184.00	\$ -	\$ 22,184.00
8. Current Expenses	\$ 8,572.00	\$ -	\$ 8,572.00				\$ 8,572.00	\$ -	\$ 8,572.00
Telephone	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ -	\$ 100.00				\$ 100.00	\$ -	\$ 100.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00				\$ 3,000.00	\$ -	\$ 3,000.00
12. Indirect Cost	\$ -	\$ 30,757.00	\$ 30,757.00				\$ -	\$ 30,757.00	\$ 30,757.00
13. WIC Forum	\$ 2,500.00	\$ -	\$ 2,500.00				\$ 2,500.00	\$ -	\$ 2,500.00
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 273,984.00	\$ 30,757.00	\$ 304,741.00	\$ -	\$ -	\$ -	\$ 273,984.00	\$ 30,757.00	\$ 304,741.00

Indirect As A Percent of Direct

11.2%

Exhibit B-2 Amendment #3
SFY 2020 BFPC Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: BFPC - Breast Feeding Peer Counseling

Budget Period: 7/1/2019- 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 13,519.00		\$ 13,519.00				\$ 13,519.00		\$ 13,519.00
2. Employee Benefits	\$ 1,819.00		\$ 1,819.00				\$ 1,819.00		\$ 1,819.00
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. Indirect Cost									
13. Other (specific details mandatory):									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 15,338.00	\$ -	\$ 15,338.00	\$ -	\$ -	\$ -	\$ 15,338.00	\$ -	\$ 15,338.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services

Budget Request for: WIC Program - EWIC

RFP-2018-DPHS-11-SPEC1

Budget Period: July 1, 2019 to June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$			\$
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):	\$	\$	\$	\$	\$	\$			\$
Special Project/Mag. stripe Readers & signature pads	\$	18,000.00	\$	\$	18,000.00	\$	\$	18,000.00	\$
TOTAL	\$	18,000.00	\$	\$	18,000.00	\$	\$	18,000.00	\$

Indirect As A Percent of Direct

0.0%

Exhibit B-4 Amendment #3
SFY 2021 WIC Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2020- 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS/contractor/share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 132,330.00		\$ 132,330.00				\$ 132,330.00	\$ -	\$ 132,330.00
2. Employee Benefits	\$ 75,398.00		\$ 75,398.00				\$ 75,398.00	\$ -	\$ 75,398.00
3. Consultants	\$ -		\$ -				\$ -	\$ -	\$ -
4. Equipment:			\$ -				\$ -	\$ -	\$ -
Rental	\$ 15,300.00		\$ 15,300.00				\$ 15,300.00	\$ -	\$ 15,300.00
Repair and Maintenance	\$ -		\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -		\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ 5,800.00		\$ 5,800.00				\$ 5,800.00	\$ -	\$ 5,800.00
Educational	\$ -		\$ -				\$ -	\$ -	\$ -
Lab	\$ -		\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -		\$ -				\$ -	\$ -	\$ -
Medical	\$ -		\$ -				\$ -	\$ -	\$ -
Office	\$ -		\$ -				\$ -	\$ -	\$ -
6. Travel	\$ 8,800.00		\$ 8,800.00				\$ 8,800.00	\$ -	\$ 8,800.00
7. Occupancy	\$ 22,184.00		\$ 22,184.00				\$ 22,184.00	\$ -	\$ 22,184.00
8. Current Expenses	\$ 8,572.00		\$ 8,572.00				\$ 8,572.00	\$ -	\$ 8,572.00
Telephone	\$ -		\$ -				\$ -	\$ -	\$ -
Postage	\$ -		\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -		\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -		\$ -				\$ -	\$ -	\$ -
Insurance	\$ -		\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -		\$ -				\$ -	\$ -	\$ -
9. Software			\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00		\$ 100.00				\$ 100.00	\$ -	\$ 100.00
11. Staff Education and Training	\$ 3,000.00		\$ 3,000.00				\$ 3,000.00	\$ -	\$ 3,000.00
12. Indirect Cost		\$ 30,757.00	\$ 30,757.00				\$ -	\$ 30,757.00	\$ 30,757.00
13. Special Project/NWA Travel	\$ 2,000.00		\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 273,484.00	\$ 30,757.00	\$ 304,241.00	\$ -	\$ -	\$ -	\$ 273,484.00	\$ 30,757.00	\$ 304,241.00

Indirect As A Percent of Direct

11.2%

Exhibit B-5 Amendment #3
SFY 2021 BFPC Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: **Southwestern Community Services, Inc**

Budget Request for: **BFPC - Breast Feeding Peer Counseling**

Budget Period: **7/1/2020- 6/30/2021**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 13,519.00		\$ 13,519.00				\$ 13,519.00		\$ 13,519.00
2. Employee Benefits	\$ 1,819.00		\$ 1,819.00				\$ 1,819.00		\$ 1,819.00
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. Indirect Cost									
13. Other (specific details mandatory):									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 15,338.00	\$ -	\$ 15,338.00	\$ -	\$ -	\$ -	\$ 15,338.00	\$ -	\$ 15,338.00

Indirect As A Percent of Direct

0.0%

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514

Certificate Number: 0004490855



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elaine M. Amer, Clerk Secretary, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on February 18, 2016 :
(Date)

RESOLVED: That the Chief Financial Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 18th day of April, 2019 .
(Date Contract Signed)

4. Margaret Freeman is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elaine M. Amer
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

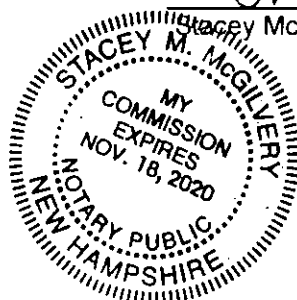
County of Cheshire

The forgoing instrument was acknowledged before me this 18th day of April, 2019 .

By Elaine M. Amer
(Name of Elected Officer of the Agency)

Stacey McGilvery
Stacey McGilvery, Notary

Commission Expires: 11/18/2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2019

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Southwestern Comm Services Inc PO Box 603 Keene NH 03431	INSURER A : Philadelphia Insurance Company 0	
	INSURER B : Maine Employer Mutual Insurance Co.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		


COVERAGES **CERTIFICATE NUMBER:** 1977689129 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1835086	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1835086	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB633333	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			3102800768	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1835086	6/30/2018	6/30/2019	\$1,000,000 per occurrence \$2,000,000 general aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Statutory coverage provided for the State of NH
 All Executive Officers are included in the Workers Compensation coverage

CERTIFICATE HOLDER**CANCELLATION**

NH -DHHS Brown Building 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Southwestern Community Services

People helping people in Cheshire and Sullivan Counties since 1965

SOUTHWESTERN COMMUNITY SERVICES, INC.

Personnel Policies and Procedures 2018

Revised

Vision Statement

SCS seeks to create and support a climate within the communities of southwestern New Hampshire wherein *poverty is never accepted* as chronic or permanent condition of any person's life.

Mission Statement

SCS strives to empower low income people and families. *With dignity and respect*, SCS will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward *self-sufficiency*.

Community Statement

In partnership and close collaboration with local communities, SCS will provide *leadership and support* to develop resources, programs and services to further aid this population.

63 Community Way
PO Box 603
Keene, NH 03431
Phone: (603) 352-7512
Fax: (603) 352-3618



United Way
Call Toll Free: (800) 529-0005
TTY-NH: (800) 735-2964

96-102 Main Street
PO Box 1338
Claremont, NH 03743
Phone: (603) 542-9528
Fax: (603) 542-3140

Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC.
AND RELATED COMPANIES**

**FOR THE YEARS ENDED
MAY 31, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORTS**

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2018 AND 2017**

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To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2018 and 2017, and the related consolidated statements of cash flows, and notes to the consolidated financial statements for the years then ended, and the related consolidated statements of activities and functional expenses for the year ended May 31, 2018.

Management's Responsibility for the Financial Statements

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 11, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 17, 2018, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

September 17, 2018
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2018 AND 2017**

ASSETS

	<u>2018</u>	<u>2017</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,086,895	\$ 947,175
Accounts receivable	1,095,486	1,360,685
Prepaid expenses	35,019	18,252
Notes receivable	112,000	112,000
Interest receivable	45,547	41,067
Total current assets	<u>2,374,947</u>	<u>2,480,179</u>
PROPERTY		
Land and buildings	14,438,178	13,335,396
Vehicles and equipment	549,305	703,635
Furniture and fixtures	39,617	25,756
Total property	<u>15,027,100</u>	<u>14,064,787</u>
Less accumulated depreciation	<u>4,880,952</u>	<u>4,579,760</u>
Property, net	<u>10,146,148</u>	<u>9,485,027</u>
OTHER ASSETS		
Investment in related parties	88,706	142,762
Due from related parties	152,959	219,108
Cash escrow and reserve funds	517,853	359,589
Security deposits	51,898	37,906
Other assets	384	384
Total other assets	<u>811,898</u>	<u>759,769</u>
Total assets	<u>\$ 13,332,993</u>	<u>\$ 12,724,975</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 124,085	\$ 166,495
Accrued expenses	206,178	233,842
Accrued payroll and payroll taxes	250,692	241,035
Other current liabilities	135,573	148,698
Refundable advances	193,831	238,345
Current portion of long term debt	<u>218,438</u>	<u>211,313</u>
Total current liabilities	1,126,897	1,239,728
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	<u>8,273,983</u>	<u>8,087,475</u>
Total liabilities	<u>9,400,880</u>	<u>9,327,203</u>
NET ASSETS		
Unrestricted	3,774,641	3,243,933
Temporarily restricted	<u>157,472</u>	<u>153,839</u>
Total net assets	<u>3,932,113</u>	<u>3,397,772</u>
Total liabilities and net assets	<u>\$ 13,332,993</u>	<u>\$ 12,724,975</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
REVENUES AND OTHER SUPPORT				
Government contracts	\$ 11,055,093	\$ -	\$ 11,055,093	\$ 9,722,823
Program service fees	1,868,188	-	1,868,188	1,852,238
Rental income	801,642	-	801,642	661,932
Developer fee income	50,000	-	50,000	265,000
Support	389,383	119,866	509,229	400,116
Fundraising	105,288	-	105,288	80,170
Interest income	8,959	-	8,959	8,899
Forgiveness of debt	75,971	-	75,971	90,148
Miscellaneous	100,772	-	100,772	140,537
In-kind contributions	<u>161,852</u>	<u>-</u>	<u>161,852</u>	<u>162,868</u>
Total revenues and other support	14,817,126	119,866	14,736,992	13,392,627
NET ASSETS RELEASED FROM RESTRICTIONS				
	<u>116,233</u>	<u>(116,233)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>14,733,358</u>	<u>3,633</u>	<u>14,736,992</u>	<u>13,392,627</u>
EXPENSES				
Program services				
Home energy programs	4,847,201	-	4,847,201	3,812,708
Education and nutrition	2,530,152	-	2,530,152	2,367,558
Homeless programs	2,172,388	-	2,172,388	2,058,525
Housing services	2,048,214	-	2,048,214	2,073,178
Economic development services	728,119	-	728,119	571,865
Other programs	<u>945,391</u>	<u>-</u>	<u>945,391</u>	<u>963,917</u>
Total program services	13,271,465	-	13,271,465	11,845,751
Supporting activities				
Management and general	<u>1,749,700</u>	<u>-</u>	<u>1,749,700</u>	<u>1,776,106</u>
Total expenses	<u>15,021,165</u>	<u>-</u>	<u>15,021,165</u>	<u>13,621,857</u>
CHANGES IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY	(287,806)	3,633	(284,173)	(229,230)
LOSS ON SALE OF PROPERTY	(4,583)	-	(4,583)	(19,355)
(LOSS) GAIN ON INVESTMENT IN LIMITED PARTNERSHIPS	(188)	-	(188)	132,782
CHANGE IN NET ASSETS	(292,577)	3,633	(288,944)	(115,803)
NET ASSETS, BEGINNING OF YEAR	3,243,933	153,839	3,397,772	3,513,575
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP	823,285	-	823,285	-
NET ASSETS, BEGINNING OF YEAR	4,067,218	153,839	4,221,057	3,513,575
NET ASSETS, END OF YEAR	\$ 3,774,641	\$ 157,472	\$ 3,932,113	\$ 3,397,772

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (288,944)	\$ (115,803)
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	467,929	415,720
Loss on sale of property	4,583	19,355
Loss (gain) on investment in limited partnerships	188	(132,782)
Forgiveness of debt	(75,971)	(90,148)
(Increase) decrease in assets:		
Accounts receivable	265,199	(258,318)
Prepaid expenses	(3,439)	4,161
Interest receivable	(4,480)	(4,480)
Due from related parties	66,149	73,417
Security deposits	(2,623)	(1,945)
Increase (decrease) in liabilities:		
Accounts payable	(53,220)	11,248
Accrued expenses	(38,863)	87,479
Accrued payroll and payroll taxes	9,657	22,853
Other current liabilities	(13,125)	(32,988)
Refundable advances	(44,414)	37,281
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>288,626</u>	<u>35,040</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Decrease (increase) in escrow funds	5,846	(18,222)
Proceeds from sale of property	-	6,000
Purchase of property	(142,791)	(247,598)
NET CASH USED IN INVESTING ACTIVITIES	<u>(136,945)</u>	<u>(259,820)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	76,143	106,019
Repayment of long term debt	(112,612)	(122,890)
NET CASH USED IN FINANCING ACTIVITIES	<u>(36,469)</u>	<u>(16,871)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	115,212	(241,651)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	947,175	1,188,826
CASH TRANSFERRED FROM LIMITED PARTNERSHIP	<u>24,508</u>	-
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,086,895</u>	<u>\$ 947,175</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 142,487</u>	<u>\$ 141,285</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	<u>\$ -</u>	<u>\$ 33,100</u>
Transfer of assets from newly consolidated LP:		
Prepaid expenses	\$ (12,328)	\$ -
Land and buildings	(894,504)	-
Furniture and fixtures	(96,338)	-
Cash escrow and reserve funds	(164,110)	-
Security deposits	<u>(11,467)</u>	<u>-</u>
Total transfer of assets from newly consolidated LP	<u>\$ (1,178,747)</u>	<u>\$ -</u>
Transfer of liabilities from newly consolidated LP:		
Accounts payable	\$ 10,810	\$ -
Accrued expenses	11,199	-
Long term debt	<u>304,073</u>	<u>-</u>
Total transfer of liabilities from newly consolidated LP	<u>\$ 326,082</u>	<u>\$ -</u>
Total partners' capital from newly consolidated LP	<u>\$ 877,173</u>	<u>\$ -</u>
Partners' capital previously recorded as investment in related parties	<u>(53,888)</u>	<u>-</u>
Total transfer of partners' capital from newly consolidated LP	<u>\$ 823,285</u>	<u>\$ -</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Programs	Management and General	2018 Total	2017 Total
Payroll	\$ 396,452	\$ 1,208,631	\$ 435,538	\$ 771,028	\$ 405,189	\$ 439,358	\$ 3,658,199	\$ 774,466	\$ 4,432,662	\$ 4,142,943
Payroll taxes	31,589	89,662	34,153	56,603	30,418	38,918	289,771	60,813	350,684	331,590
Employee benefits	122,782	453,204	148,384	278,383	87,744	187,020	1,275,517	54,590	1,330,107	1,351,924
Retirement	24,800	88,878	21,031	84,244	19,280	17,448	216,821	73,148	289,969	274,815
Advertising	-	142	1,897	4,106	2,114	-	24,491	-	24,491	29,517
Bank charges	15	-	120	3,834	-	-	3,989	9,079	13,048	12,127
Computer cost	-	9,185	4,300	14,144	14,298	3,500	45,427	62,052	107,479	115,143
Contractual	518,340	52,463	242,835	20,382	2,718	108,718	946,536	14,921	961,457	587,294
Depreciation	-	28,300	108,291	187,840	-	16,131	320,562	147,387	467,929	415,720
Dues/registration	-	6,038	-	343	988	-	6,364	10,175	18,539	19,077
Duplicating	1,584	8,148	-	-	-	-	9,732	4,321	14,053	8,842
Insurance	5,908	13,361	23,653	52,287	14,810	8,248	118,069	38,380	154,448	147,176
Interest	-	8,856	7,759	6,997	-	-	23,612	118,601	142,467	141,285
Meeting and conference	3,881	58	6,293	7,177	600	19,305	40,394	35,824	76,318	49,122
Miscellaneous expense	908	971	2,303	18,686	4,442	18,560	45,891	13,182	59,073	168,334
Miscellaneous taxes	-	-	-	26,381	-	-	26,381	986	27,367	32,656
Equipment purchases	4,670	24,320	80	12,348	-	-	41,418	2,305	43,723	8,991
Office expense	34,413	12,613	8,440	14,506	12,042	4,078	86,090	20,402	106,492	73,351
Postage	132	274	182	31	348	50	1,017	22,818	23,835	24,329
Professional fees	4,690	-	1,875	15,878	-	-	22,644	63,786	106,410	134,341
Staff development and training	1,430	23,724	2,624	8,297	5,675	28,044	69,784	2,943	72,727	51,472
Subscriptions	-	-	28	87	-	-	115	1,329	1,444	2,397
Telephone	2,086	15,297	18,681	14,589	2,435	3,238	57,307	56,578	113,885	114,072
Travel	5,335	20,013	20,312	8,195	29,508	2,000	85,364	3,908	89,272	77,044
Vehicle	2,140	2,510	712	31,828	45,200	8,201	91,589	10,981	102,570	85,871
Rent	-	25,201	-	-	-	-	25,201	-	25,201	25,250
Space costs	148	140,213	256,849	438,344	-	1,008	836,653	128,808	965,528	934,572
Direct client assistance	3,683,468	145,220	823,638	14,447	50,531	23,843	4,741,445	-	4,741,445	4,097,787
In-kind expenses	-	161,852	-	-	-	-	161,852	-	161,852	182,966
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	4,847,201	2,530,152	2,172,388	2,048,214	728,119	945,381	13,271,485	1,749,700	15,021,165	13,821,857
Allocation of management and general expenses	639,051	333,574	286,400	270,035	95,995	124,639	1,749,700	(1,749,700)	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 5,486,252	\$ 2,863,726	\$ 2,458,788	\$ 2,318,249	\$ 824,114	\$ 1,070,020	\$ 15,021,185	\$ -	\$ 15,021,165	\$ 13,821,857

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2018 AND 2017**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Basis of Accounting

The consolidated financial statements of Southwestern Community Services, Inc. and related companies have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Jaffrey Housing Associates, Limited Partnership (Jaffrey)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester) (2018 only)

Basis of Presentation

Financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, Financial Statements of Not-for-Profit Organizations. Under FASB ASC 958-210, 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 based upon the existence or absence of donor-imposed restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of May 31, 2018 and 2017, the Organization had unrestricted and temporarily restricted net assets.

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 May 31, 2017 from which the summarized information was derived.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

In-Kind Support

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the 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.

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 May 31, 2018 and 2017. The Organization has no policy for charging interest on overdue accounts.

Notes Receivable

The Organization has two notes receivable from an unrelated third party. The notes receivables are stated at the amount that is expected to be collected at year end. Interest is accrued at a rate of 4% annually. The balance of the notes receivable and related interest receivable at May 31, 2018 was \$112,000 and \$45,547, respectively. At May 31, 2017, the balance of the notes receivable and related interest receivable were \$112,000 and \$41,067, respectively.

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2018 and 2017, approximately 75% and 73%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the organization is dependent upon continued support from the government.

Concentration of Credit Risk

The Organization maintains its cash accounts in several financial institutions, 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.

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than \$5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2018 and 2017 totaled \$467,929 and \$415,720, respectively.

Advertising

The Organization expenses advertising costs as incurred.

Revenue Recognition

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as restricted if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards totaling \$915,425 and \$840,803 at May 31, 2018 and 2017, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling \$607 and \$629 at May 31, 2018 and 2017, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2020.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Tax benefit from loss carryforwards	\$137,408	\$126,215
Valuation allowance	<u>(137,408)</u>	<u>(126,215)</u>
Deferred tax asset	<u>\$ _____</u>	<u>\$ _____</u>

Drewsville, Jaffrey, Troy Senior, Winchester and Keene East Side are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 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. Management has analyzed the Organization's tax position taken on its income tax returns for all open years (tax years ending May 31, 2015 – 2018), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Fair Value of Financial Instruments

FASB 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 ASC 820-10, 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, Topic 820-10 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 ASC Topic 820-10 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.

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

NOTE 2

BANK LINE OF CREDIT

The Organization has a \$250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate. The line is secured by all the Organization's assets. As of May 31, 2018 and 2017, the interest rate was 4.75% and 4.00%, respectively. There was no outstanding balance at May 31, 2018 and 2017.

NOTE 3

LONG TERM DEBT

The long term debt at May 31, 2018 and 2017 consisted of the following:

	<u>2018</u>	<u>2017</u>
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization (NHHFA, 96 Main Street).	\$ 154,832	\$ 163,926
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	32,147	32,147
4.5% note payable to a bank in monthly installments for principal and interest of \$978 through March 2021. The note is secured by real estate of the Organization (People's United Bank, Ashuelot).	31,143	42,099

Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 17 Pearl).	244,505	244,505
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 41-43 Central).	376,363	376,558
4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2018 and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are \$1,957. The note is secured by real estate of the Organization (People's United Bank, Milestones).	162,223	177,050
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of \$11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,247,266	2,280,750
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2018 and is classified as current. The note is secured by real estate of the Organization (MEDC, Keene Office/Community Way).	63,000	63,000

4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2018 and is classified as current. The note is secured by real estate of the Organization (MEDC, Keene Office/Community Way).	45,000	45,000
Note payable to a bank in monthly installments for principal and interest of \$2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.07% at May 31, 2018 and 2017. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	414,567	426,734
5.19% note payable to a bank in monthly installments for principal and interest of \$889 through May 2021. The note is secured by real estate of the Organization (TD Bank, 45 Central Street).	100,254	105,495
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	150,000	175,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	90,000	105,000
Non-interest bearing note payable to New Hampshire Finance Authority in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHHFA, Second Chance).	794,189	794,189

Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	363,677	382,818
3.99% note payable to a bank in monthly installments for principal and interest of \$355. The note was paid off in May 2018. The note was secured by a vehicle of the Organization (Ally, Kia Soul).	-	4,070
6.99% note payable to a finance company in monthly installments for principal and interest of \$652 through June 2019. The note is secured by a vehicle (TCF, Econoline Van).	8,741	15,688
5.54% note payable to a finance company in monthly installments for principal and interest of \$543 through August 2022. The note is secured by a vehicle (Ally, Econoline Van).	24,564	29,572
Jaffrey - 30-year deferred note payable to the Town of Jaffrey, New Hampshire. Payment of principal and accrued interest at 1% are deferred until the note matures in June 2027. The note is secured by land and buildings. The balance includes cumulative accrued interest of \$53,651 (CDBG).	303,651	300,645
Jaffrey - 6% note payable to a bank in monthly installments for principal and interest of \$485 through August 2027. The note is secured by land and buildings (TD Bank).	41,099	43,533
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	140,210	140,210

Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	178,172	121,865
Keene East Side - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	228,934	228,934
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of \$370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	53,826	-
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHHFA).	92,058	-

Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Loan Home Bank).

	<u>150,000</u>	<u>-</u>
	8,490,421	8,298,788
Less current portion due within one year	<u>216,438</u>	<u>211,313</u>
	<u>\$ 8,273,983</u>	<u>\$ 8,087,475</u>

The schedule of maturities of long term debt at May 31, 2018 is as follows:

Year Ending <u>May 31</u>	<u>Amount</u>
2019	\$ 216,438
2020	106,557
2021	108,028
2022	102,681
2023	102,148
Thereafter	<u>7,854,569</u>
Total	<u>\$ 8,490,421</u>

NOTE 4

OPERATING LEASES

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2022. Monthly lease payments range from \$200 to \$3,521. Lease expense for the years ended May 31, 2018 and 2017 totaled \$176,479 and \$179,178, respectively.

Future minimum payments as of May 31, 2018 on the above leases are as follows:

Year Ending <u>May 31</u>	<u>Amount</u>
2019	\$ 76,776
2020	22,372
2021	18,977
2022	<u>15,618</u>
Total	<u>\$ 133,743</u>

NOTE 5 **ACCRUED COMPENSATED BALANCES**

At May 31, 2018 and 2017, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$130,140 and \$127,577, respectively.

NOTE 6 **CONTINGENCIES**

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of ten limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$15,569,000 and \$15,590,000 at May 31, 2018 and 2017, respectively.

Partnership real estate with a cost basis of approximately \$41,158,000 and \$41,027,000 provides collateral on these loans at May 31, 2018 and 2017, respectively.

The Organization receives funds under various state grants and from Federal 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 costs were found not to have been incurred 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 by government audits as of May 31, 2018 and 2017.

NOTE 7 **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2018 and 2017, SCS Housing, Inc. managed ten limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$322,973 and \$308,448, for the years ended May 31, 2018 and 2017, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amount due and expected to be collected from the limited partnerships and related entity was \$142,959 and \$219,108 at May 31, 2018 and 2017, respectively.

NOTE 8 EQUITY INVESTMENT

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	<u>2018</u>	<u>2017</u>
Cityside Housing Associates, LP	\$ (9,492)	\$ (9,481)
Marlborough Homes, LP	8	30
Payson Village Senior Housing Associates, LP	(12,491)	(12,477)
Railroad Square Senior Housing Associates, LP	(1,715)	(1,527)
Warwick Meadows Housing Associates, LP	(17)	(9)
Woodcrest Drive Housing Associates, LP	222,846	222,850
Winchester Senior Housing Associates, LP	-	53,888
Westmill Senior Housing, LP	90	-
Swanzey Township Housing Associates, LP	(31,190)	(31,183)
Snow Brook Meadow Village Housing Associates, LP	(60,716)	(60,709)
Keene Highland Housing Associates, LP	(243)	(226)
Pilot Health, LLC	<u>(18,374)</u>	<u>(18,374)</u>
	<u>\$ 88,706</u>	<u>\$ 142,782</u>

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, and Woodcrest Drive Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner in Westmill Senior Housing, LP during the years ended May 31, 2018 and 2017.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2018 and 2017.

The remaining 99.99% ownership interest in Winchester Senior Housing Associates, LP was acquired by Southwestern Community Service, Inc. during the year ended May 31, 2018 (see Note 12), and therefore the limited partnership is included in the consolidated financial statements for the year ended May 31, 2018.

Southwestern Community Services, Inc. is 14.3% member of Pilot Health, LLC.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2018 and 2017, consists of the following:

	<u>2018</u>	<u>2017</u>
Total assets	\$ <u>32,782</u>	\$ <u>33,140</u>
Total liabilities	47,461	47,490
Capital/Member's equity	<u>(14,679)</u>	<u>(14,350)</u>
	<u>\$ 32,782</u>	<u>\$ 33,140</u>
Income	\$ 84,713	\$ 84,728
Expenses	<u>81,478</u>	<u>81,515</u>
Net income	<u>\$ 3,235</u>	<u>\$ 3,213</u>

NOTE 9 **RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled \$281,784 and \$274,815 for the years ended May 31, 2018 and 2017, respectively.

NOTE 10 **RESTRICTIONS ON NET ASSETS**

Temporarily restricted net assets are available for the following purposes:

	<u>2018</u>	<u>2017</u>
NNECAC – Annual Conference Fund	\$ 21,327	\$ 38,129
WM Marcello GAPS Fund	12,781	14,789
Stand Down	4,963	-
GAPS/Warm Fund	<u>118,401</u>	<u>100,921</u>
Total temporarily restricted net assets	<u>\$ 157,472</u>	<u>\$ 153,839</u>

NOTE 11 **FORGIVENESS OF DEBT**

During the year ended May 31, 2018, the Organization realized forgiveness of debt income in connection with notes payable to the County of Cheshire, HUD and Community Development Finance Authority. Forgiveness of debt income totaled \$75,971 for the year ended May 31, 2018.

During the year ended May 31, 2017, the Organization realized forgiveness of debt income in connection with notes payable to the County of Cheshire, HUD and New Hampshire Housing. Forgiveness of debt income totaled \$90,148 for the year ended May 31, 2017.

NOTE 12 TRANSFER OF PARTNERSHIP INTEREST

During 2018, Southwestern Community Services, Inc. acquired a partnership interest in a low-income housing limited partnership: Winchester. The amount paid for the partnership interest was \$1 and at the time of acquisition, Southwestern Community Services, Inc. became the general partner. The following is a summary of the assets and liabilities of the partnership at the date of acquisition:

Date of transfer	<u>08/16/2018</u>
	<u>Winchester</u>
Cash	\$ 24,508
Security deposits	11,467
Cash-reserves	164,110
Property – net	990,842
Other assets	<u>12,328</u>
Total assets	<u>1,203,255</u>
Notes payable	304,073
Other liabilities	<u>22,009</u>
Total liabilities	<u>326,082</u>
Partners' capital	877,173
Partners' capital previously recorded as an investment in related parties	<u>(53,888)</u>
Partners' capital transferred	<u>\$ 823,285</u>

NOTE 13 RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 14 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before 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 September 17, 2018, the date the financial statements were available to be issued.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES
CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Programs	Management and General	2018 Total	2017 Total
REVENUES										
Government contracts	\$ 4,834,242	\$ 2,823,669	\$ 1,820,112	\$ 47,823	\$ 750,952	\$ 108,821	\$ 10,049,748	\$ 405,345	\$ 11,055,093	\$ 9,722,823
Program service fees	-	-	78,505	978,904	17,815	794,893	1,668,188	-	1,668,188	1,062,236
Rental income	-	-	117,370	684,972	-	200	801,842	-	801,842	661,932
Developer income	-	-	-	50,000	-	-	50,000	-	50,000	265,000
Support	104,817	35,405	89,437	-	139,240	130,530	509,229	-	509,229	400,118
Fundraising	-	-	80	-	-	105,208	105,288	-	105,288	80,170
Interest income	23	7	1,051	1,382	-	35	2,478	6,481	6,859	6,089
Forgiveness of Debt	-	-	68,141	18,830	-	-	75,971	-	75,971	80,148
Miscellaneous	2,010	129	6,485	42,373	47,352	-	96,346	2,426	100,772	140,537
In-kind contributions	-	181,852	-	-	-	-	181,852	-	181,852	182,096
Total revenues and other support	5,040,892	3,021,099	2,790,182	1,821,394	951,459	1,197,755	14,322,740	414,252	14,736,992	13,392,627
EXPENSES										
Payroll	\$ 398,452	\$ 1,208,631	\$ 435,538	\$ 771,028	\$ 405,189	\$ 438,358	\$ 3,058,100	\$ 774,466	\$ 4,432,662	\$ 4,142,843
Payroll taxes	31,889	99,882	34,153	58,803	30,416	36,916	289,771	60,813	350,584	331,690
Employee benefits	122,782	453,204	148,394	278,293	87,744	187,020	1,278,517	64,580	1,330,107	1,351,824
Retirement	24,890	88,878	21,031	64,244	18,200	17,448	216,821	73,148	289,969	274,815
Advertising	-	142	1,897	4,188	2,114	18,172	24,491	-	24,491	29,517
Bank charges	15	-	120	3,834	-	-	3,969	8,078	13,048	12,127
Computer cost	-	8,185	4,300	14,144	14,298	3,500	45,427	82,052	107,479	115,143
Contractual	518,340	52,463	242,835	20,362	2,718	108,718	940,536	14,821	961,457	567,294
Depreciation	-	28,300	108,291	167,840	-	18,131	320,662	147,367	467,829	415,720
Dues/registration	-	8,036	-	343	988	867	10,175	8,364	18,538	18,077
Duplicating	1,584	8,148	-	-	-	-	9,732	4,321	14,053	8,842
Insurance	8,909	13,381	23,853	52,287	14,610	8,248	118,088	38,380	154,448	147,175
Interest	-	8,656	7,759	6,997	-	2,654	25,905	118,501	142,467	141,285
Meeting & conference	3,961	58	8,283	7,177	800	19,305	40,394	35,824	76,318	48,122
Miscellaneous expense	900	971	2,303	18,888	4,442	18,580	45,881	13,182	59,063	168,334
Miscellaneous taxes	-	-	-	28,381	-	-	28,381	886	27,367	32,856
Equipment purchases	4,670	24,320	80	12,348	-	-	41,418	2,305	43,723	8,881
Office expense	34,413	12,613	8,440	14,500	12,042	4,078	86,090	20,402	106,482	73,351
Postage	132	274	182	31	348	50	1,017	22,918	23,935	24,329
Professional fees	4,890	-	1,878	15,878	-	-	22,844	83,788	106,410	134,341
Staff development and training	1,430	23,724	2,624	8,287	5,675	28,044	69,784	2,943	72,727	51,472
Subscriptions	-	-	28	87	-	-	115	1,329	1,444	2,387
Telephone	2,066	15,297	19,881	14,599	2,435	3,229	57,307	58,578	113,883	114,672
Travel	5,335	20,013	20,312	5,195	29,809	2,000	82,364	3,508	85,873	77,044
Vehicle	2,140	2,510	712	31,826	45,200	9,201	81,589	10,981	102,570	85,571
Rent	-	25,201	-	-	-	-	25,201	-	25,201	25,250
Space costs	148	140,213	258,849	438,344	-	1,008	836,563	128,906	865,529	834,572
Direct client assistance	3,683,486	145,220	823,938	14,447	50,531	23,843	4,741,445	-	4,741,445	4,087,787
In-kind expenses	-	181,852	-	-	-	-	181,852	-	181,852	182,096
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	4,847,201	2,530,152	2,172,389	2,048,214	728,119	945,391	13,271,465	1,749,700	15,021,165	13,821,857
Allocation of management and general expenses	839,051	333,574	288,406	270,035	95,699	124,838	1,749,700	(1,749,700)	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 5,686,252	\$ 2,863,726	\$ 2,458,794	\$ 2,318,249	\$ 824,114	\$ 1,070,030	\$ 15,021,165	\$ -	\$ 15,021,165	\$ 13,821,857

See Independent Auditors' Report

SUPPLEMENTAL INFORMATION
(SEE INDEPENDENT AUDITORS' REPORT)

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2018**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE
U.S. Department of Agriculture				
Rural Housing Preservation Grant	16.423	Direct Funding	3403-07891-806	\$ 14,186
Special Supplemental Nutrition Program for Widows, Widows, and Children (WIC)	16.567	State of NH Dept. of Health & Human Services	016-090-0280008-103-000734	\$ 264,361
Child and Adult Care Food Program	16.568	State of NH, Dept. of Education	Unknown	\$ 121,328
Food Distribution Cluster				
Commodity Supplemental Food Program	16.568	State of NH Dept. of Health & Human Services	016-090-0280008-103-000734	\$ 106,766
Emergency Food Assistance Program (Food Commodities)	16.569	Community Action Program Sebago-Morriswick Counties	Unknown	\$ 102
WC Grants to States (Transitory)	16.578	State of NH Dept. of Health & Human Services	016-090-0280008-103-000734	\$ 42,161
WC Grants to States (Broadbanding Peer Counseling Program)	16.578	State of NH Dept. of Health & Human Services	016-090-0280008-103-000734	\$ 13,797
Total U.S. Department of Agriculture				\$ 526,779
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.221	State of NH, DHHS, Bureau of Homeless & Housing	05-06-05-06310-71760000-103-00731	\$ 236,748
Emergency Solutions Grant Program	14.221	State of NH, DHHS, Office of Human Services	016-043-7027-103-0731	\$ 117,677
Supportive Housing Program	14.226	State of NH, DHHS, Bureau of Homeless & Housing	05-06-05-06310-71760000-103-00731	\$ 281,046
Shelter Plus Care	14.229	State of NH, DHHS, Bureau of Homeless & Housing	05-06-05-06310-71760000-103-00731	\$ 372,161
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-06-05-06310-71760000-103-00731	\$ 173,621
Total U.S. Department of Housing and Urban Development				\$ 1,081,253
U.S. Department of Labor				
WA Cluster				
WA Adult Program	17.266	Southern NH Services	Unknown	\$ 84,427
WA Dislocated Worker Formula Grants	17.275	Southern NH Services	Unknown	\$ 23,886
Total U.S. Department of Labor/WA Cluster				\$ 108,313
U.S. Department of Transportation Federal Transit Administration (FTA)				
Formula Grants for Rural Areas	20.809	State of NH, Department of Transportation	04-06-06-064010-2916	\$ 221,488
Transit Services Program Cluster				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.813	State of NH, Department of Transportation	04-06-06-064010-2916	\$ 24,771
Total U.S. Department of Transportation Federal Transit Administration (FTA)				\$ 246,259
U.S. Department of Veterans Affairs				
VA Supportive Services for Veterans Families Program	64.623	Herber House, Inc.	Unknown	\$ 293,843
Total U.S. Department of Veterans Affairs				\$ 293,843
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	61.642	State of NH, Office of Energy & Planning	01-03-03-034010-7708-074-000367	\$ 184,000
Total U.S. Department of Energy				\$ 184,000
U.S. Department of Health & Human Services				
Adult Cluster				
Special Programs for the Aging, Title II, Part B, Grants for Supportive Services and Senior Centers	03.894	State of NH, Office of Energy & Planning	01-03-03-034010-7708-074-000367	\$ 5,400
Special Programs for the Aging, Title II, Part B, Grants for Supportive Services and Senior Centers	03.894	State of NH, DHHS, Bureau of Elderly & Adult Services	05-06-46-461010-7872	\$ 42,124
Grants to States to Support Oral Health Workforce Activities	03.228	State of NH, DHHS, Division of Family Assistance	Unknown	\$ 6,618
Drug-Free Communities Support Program Grants	03.276	Direct Funding	SH78P910877-08	\$ 111,270
Alcohol Use Disorder (AUD) - Consumer Assistance Program Grants	03.819	Direct Funding	HCBDCCF	\$ 5,283
Temporary Assistance for Needy Families	03.828	Southern NH Services	Unknown	\$ 327,863
Low Income Home Energy Assistance (Fuel Assistance)	03.888	State of NH, Office of Energy & Planning	01-03-03-034010-77080000-000867	\$ 4,006,188
Low Income Home Energy Assistance (PIPP)	03.888	State of NH, Office of Energy & Planning	01-03-03-034010-77080000-000867	\$ 184,822
Low Income Home Energy Assistance (BWP)	03.888	State of NH, Office of Energy & Planning	01-03-03-034010-77080000-000867	\$ 227,678
Community Services Block Grant	03.889	State of NH, DHHS, Div. of Family Assistance	000731	\$ 4,376,347
Head Start	03.890	Direct Funding	01C48888	\$ 364,428
Block Grants for Prevention and Treatment of Substance Abuse	03.898	State of NH, DHHS, Bureau Drug and Alcohol Services	05-06-06-061610-38490000	\$ 2,221,887
Total U.S. Department of Health & Human Services				\$ 7,622,997
U.S. Department of Homeland Security				
Emergency Post and Shelter National Board Program	07.024	State of NH, DHHS, Office of Human Services	Unknown	\$ 3,178
Total U.S. Department of Homeland Security				\$ 3,178
TOTAL				\$ 16,878,878

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2018**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5 SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2018.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited, 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 consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2018, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related consolidated notes to the financial statements, and have issued our report thereon dated September 17, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, 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 consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'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 combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated 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 the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during

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

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated 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.

*Leone McDonnell & Roberts
Professional Association*

September 17, 2018
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2018. Southwestern Community Services, 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 federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2018.

Report on Internal Control Over Compliance

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

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

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

*Leon McDonnell & Roberts
Professional Association*

September 17, 2018
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2018

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the consolidated financial statements are 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 consolidated financial statements of Southwestern Community Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, and Head Start, 93.600, and U.S. Department of Agriculture; Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), 10.557.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Southwestern Community Services, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2017**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended May 31, 2017.

Southwestern Community Services, Inc. Board of Directors - Composition - 2019 -

CHESHIRE COUNTY

SULLIVAN COUNTY

**CONSTITUENT
SECTOR**

Beth Fox
Assistant City Manager/
Human Resources Director
City of Keene

Mary Lou Huffling
Fall Mountain Emergency Food Shelf
Alstead Friendly Meals

Brianna Trombi
Head Start Policy Council
Parent Representative

Brigitte Proulx
Claremont Congress of Senior Citizens

**PRIVATE
SECTOR**

Elaine Amer, Clerk/Treasurer
Amer Electric Company (*retired*)

Anne Beattie
Newport Service Organization

Kevin Watterson, Chair
Clarke Companies (*retired*)

**PUBLIC
SECTOR**

Jay Kahn
State Senator, District 10

Kerry Belknap Morris, M.Ed.
Early Childhood Education
River Valley Community College

David Edkins
Walpole, NH

Derek Ferland
Sullivan County Manager

John A. Manning
63 Community Way, PO Box 603
Keene, NH 03431
603-352-7512 jmanning@scshelps.org

Summary Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

Experience 2014–Present Southwestern Community Services Inc.
Keene, NH

Chief Executive Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Reports to the agency board of directors.

1990–2014 Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

Staff Accountant

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

Education

1971-1975 University of Mass. Amherst, Ma.

- B.S. Business Administration in Accounting

Organizations

American Institute of Certified Public Accountants
NH Society of Certified Public Accountants

Sarah Schenck Burke
sburke@scshelps.org
603-719-4231

WORK EXPERIENCE

December 2011-present WIC & CSFP Director, Southwestern Community Services, Keene, NH Responsible for the overall organization and operation of the program, including schedules, budget, outreach, management and monitoring.

2010-2011 Nutrition Services Director, Applewood Healthcare & Rehabilitation, Winchester, NH Responsible for organizing and directing the Nutrition Services Department of a 72 bed long term care and rehabilitation facility. Ensure that staff practices and all aspects of meal service meet the needs of the residents, company policy, and current professional standards of practice.

1998-2010 WIC Nutritionist, Southwestern Community Services, Keene, NH Encourage and support healthy habits for growing families. Counsel WIC participants as part of their WIC certification. Be part of the WIC team.

1995-1998 Dietary Department Manager, Westwood Healthcare, Keene, NH Manage all aspects of the dietary department of an 82 bed long term care and rehabilitation facility, including meeting the needs of residents, staffing the dietary department, budget.

1993-1995 and 1983-1986 Staff Dietitian, Sowerby Healthcare, Keene, NH Assess nutritional needs of residents through food preference interviews, anthropometric and lab data. Perform kitchen sanitation reviews. Support dietary department.

EDUCATION

University of New Hampshire, Durham, NH BS Home Economics, Human Nutrition and Dietetics

Previous Serve-Safe Certification

Erica Elizabeth Frank, RDN
603-719-4241
efrank@scshelps.org

EDUCATION

Keene State College Dietetic Internship-Keene, NH	2013
Certificate of Completion Acquired September, 2013	
Oregon State University-Corvallis, OR	Graduated 2012
Bachelor of Science: Nutrition	Cum Laude
Allegheny College-Meadville, PA	Graduated 2002
Bachelor of Arts: History and Religious Studies	

WORK EXPERIENCE

Southwestern Community Services, WIC Program	2014-present
<i>Nutrition Coordinator</i>	
<ul style="list-style-type: none">• Encourage and support healthy habits for growing families. Counsel WIC participants as part of their WIC certification. Be part of the WIC team.• Supervise WIC Nutrition staff.	
Monadnock Food Co-op, Keene, NH	2013-2014
<i>Bakery Manager; Head Baker</i>	
<ul style="list-style-type: none">• Research and develop current menu items for sale to the general public; focusing on whole grain, gluten free, vegan, and non-specialty diet food items• Collaborate with other department managers and customers to determine popular and relevant food items to create• Prepare bread, morning pastries, cakes, cookies, and other food items daily while maintaining consistency and accuracy in production• Administer cross-training specific to the bakery department to other prepared food employees.• Attend and participate in department and management meetings to meet budget goals and fill requirements of prepared food department• Follow standards in Sanitation Operating Procedures and USDA and NH State Law regarding the use, labeling, and handling of allergens	
Dragonfly Integrative Care, Amhurst, MA	2013
<i>Nutrition Intern Counselor</i>	
<ul style="list-style-type: none">• Interned with an integrative health practice working with the RD to administer nutrition counseling to clients on referrals from the ND• Developed daily food plans and discussed health practices for individual patients to focus on to achieve their health goals in relation to their medical diagnosis	
Upper Valley Natural Health Center, Hartland, VT	2013
<i>Nutrition Intern Counselor</i>	
<ul style="list-style-type: none">• Worked with a Naturopathic Physician to discuss medical concerns for clients; focused on diet, health, and food choices that affect medical issues pertaining to the individual• Recommended supplements and food elimination guidelines	
Phoenix House Rehabilitation Treatment Center, Keene, NH	2013

Brandi Wadleigh Grossman

bgrossman@scshelps.org

603-719-4235

OBJECTIVE: to maintain a job in nutrition that will allow me to apply what I have learned and to further my education in nutrition.

WORK EXPERIENCE:

2008 - Present – Southwestern Community Services, Keene, NH
WIC Nutritionist and Breastfeeding Peer Counselor Coordinator

Preschool Aide – 2002-03, Summers 2004, 2005, 2007 Wee Haven Daycare and Preschool, Charlestown, NH I was able to learn patience when working with small children. Taught children their ABCs, numbers and new songs each day in an interactive environment. I also helped prepare and serve daily lunches and snacks. This job taught me to always have a positive attitude.

Dietary Aide – Summer 2006 Friendly Home Nursing Home, Woonsocket, RI Learned all aspects of working in a kitchen; serving, tray line, dishwasher and different diets that suit certain individual's needs. Assumed leadership role in being able to fill in many roles in a kitchen.

EDUCATION:

Keene State College, Keene, NH
Bachelor of Science in Health Science, Nutrition Option
2008

PRACTICUM:

Completed data entry, prepared for group meetings and made brochures to hand out at the Community Kitchen in Keene, NH. (Spring 2008, UNH Cooperative Extension Program)

APPLIED COURSEWORK:

- Prepared, analyzed and related illnesses to nutritional needs. Spring 2008, Medical Nutritional Therapy
- Assisted in teaching and practicing cooking skills, helped create a recipe booklet for a developmentally disabled client. Spring 2007, Monadnock Developmental Services
- Prepared, researched and presented a Wellness Education Project on the Importance of Whole Grains. Fall 2007, Fuller School 5th Grade, Keene, NH
- Conducted a focus group to see what students were eating and assess their willingness to try new foods. Fall 2007, Fuller School 5th Grade, Keene, NH
- Completed Food Service Management rotation and surveyed students on the food services. Fall 2006, Keene High School, Keene, NH
- Food Service In-service presentation to students on the importance of fruits and vegetables in their diets. Fall 2006, Wheelock School 4th Grade, Keene, NH

Lindsay M. Byrne

lbyrne@scshelps.org 603-719-4233

Bachelor of Science in Health Sciences

May 2017

Concentration: Nutrition; GPA: 3.46

Keene State College, Keene, NH

Southwestern Community Services, WIC Program: WIC Nutritionist

May 2017 - Present

RELEVANT COURSEWORK

Health Promotion Practice
Medical Nutrition Therapy

Current Topics in Food Culture
Microbiology

Lifespan Nutrition
Nutrition Science

Nutrition Practicum: *Early Sprouts*, The Child Development Center, Keene State College

Fall 2016

- Facilitated Early Sprouts activities including sensory exploration, cooking, and mealtime
- Designed a communication medium to families about Early Sprouts activities
- Created a newsletter article on a prominent nutrition topic related to parenting preschool aged children

Behavior Change: *Community Wellness Education Project*, Bentley Commons, Keene, NH

Spring 2016

- Collaborated with team members to develop a presentation for the residents about proper hydration
- Designed a Prezi and activity; provided healthy snacks and water bottles for the residents

RELATED EXPERIENCE

Food Service Worker, Lloyd's Market Place – Sodexo, Keene, NH

January 2014 – May 2016

- Performed opening and closing procedures and filled various roles involved with food preparation
- Followed ServSafe procedures for safe food handling

Dietary Aide, Westwood Center – Genesis Healthcare, Keene, NH

October 2014 – May 2015

- Managed personalized dietary requirements such as dysphagia, diabetes, heart disease, and Alzheimer's
- Facilitated meal service, which included meal preparation, delivery, and cleaning post-service
- Interacted with elderly patients through meal service and pre/post-service discussion

LEADERSHIP EXPERIENCE

Head Tutor & Tutor, Aspire – A TRIO Program; Keene State College, Keene, NH

Fall 2015 – Present

- Act as a reference and resource for other peer tutors
- Perform administrative duties such as recruitment of new tutors and facilitation of tutor training

Secretary, *Student Nutrition Association Keene State*, Keene, NH

September 2013 – Present

- Collaborate with board members to facilitate club events such as professional development and involvement
- Document all meetings and events with thorough notes and track membership status

ACHEIVEMENTS

Eta Sigma Gamma, National Health Science Honor Society • **Student Nutrition Association Keene State**

RELEVANT SKILLS & CERTIFICATIONS

ServSafe, Early Sprouts Curriculum, Dietary Data Entry Programming, Adult & Pediatric First Aid/CPR/AED

Julie Frisch

Breastfeeding Peer Counselor/Client Services

9 Bond St
Claremont, NH 03743
(603) 558-1596
justjulienh@gmail.com

SKILLS

Relating to and supporting mothers, Managing caseload, Record keeping and outreach, Computer proficiency, Breastfeeding experience

EXPERIENCE

Southwestern Community Services, Sullivan County NH - WIC Breastfeeding Peer Counselor

August 2008 - PRESENT

- Provide support and counseling to women who are pregnant or currently breastfeeding
- Attend WIC clinics
- Manage caseload
- Maintain knowledge of current breastfeeding issues
- Computer record keeping
- Client services including scheduling and outreach

Calvary Baptist Church, Claremont NH - Church Nursery Coordinator (Volunteer position)

2003 - PRESENT

- Manage worker scheduling
- Child protection training
- Volunteer recruitment
- Paperwork filing

Childcare Provider, Claremont NH

2001 - 2006

- In home childcare

EDUCATION

Boston Baptist College, Boston, MA - Bachelor of Arts

September 1997 - May 2001

Biblical Studies

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southwestern Community Services, Inc.

Name of Program: WIC and Breastfeeding Peer Counseling Services

BUDGET PERIOD:		SFY 2020		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
John Manning	Chief Executive Officer	\$119,641	0%	\$0.00
Sarah Burke	WIC Program Director	\$45,406	90%	\$40,865.00
Erica Frank	WIC Nutrition Coordinator	\$27,404	100.00%	\$27,404.00
Brandi Grossman	WIC Peer Counselor Coordinator	\$17,087	100.00%	\$17,087.00
Lindsay Byrne	WIC Nutritionist	\$27,040	100.00%	\$27,040.00
Julie Frisch	WIC Peer Counselor	\$11,960	100.00%	\$11,960.00
new hire	Breastfeeding Peer Counselor	\$5,890	100.00%	\$5,890.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$130,246.00

BUDGET PERIOD:		SFY 2021		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
John Manning	Chief Executive Officer	\$119,641	0%	\$0.00
Sarah Burke	WIC Program Director	\$45,406	90%	\$40,865.00
Erica Frank	WIC Nutrition Coordinator	\$27,404	100.00%	\$27,404.00
Brandi Grossman	WIC Peer Counselor Coordinator	\$17,087	100.00%	\$17,087.00
Lindsay Byrne	WIC Nutritionist	\$27,040	100.00%	\$27,040.00
Julie Frisch	WIC Peer Counselor	\$11,960	100.00%	\$11,960.00
new hire	Breastfeeding Peer Counselor	\$5,890	100.00%	\$5,890.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$130,246.00



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

23 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 1, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend three (3) of the four (4) existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$18,700, from \$6,004,475 to 6,023,175, with no change to the contract completion date of June 30, 2019, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

The original contracts were approved by the Governor & Executive Council on June 21, 2017 (Item #45), and subsequently amended on June 6, 2018 (Item #14).

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,594,330	\$7,100	\$1,601,430
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$999,678	\$7,000	\$1,006,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$0	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$665,999	\$4,600	\$670,599
	Total:		\$6,004,475	\$18,700	\$6,023,175

Funds to support this request are available in the following accounts in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to increase funding for Breastfeeding Peer Counseling Services for State Fiscal Year 2019. These additional funds will allow for increased promotion and support activities for the Breastfeeding Peer Counseling Program.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants and Children supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives and nutrition education that could improve health outcomes and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN #

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

184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure
CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,

Approved by:


Jeffrey A. Meyers
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC
SUPPLEMENTAL NUTRITION PROGRAM**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			Sub-Total	\$795,465	\$0	\$795,465

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$7,100	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			Sub-Total	\$782,865	\$7,100	\$789,965

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

Fiscal Details for WIC Special Supplemental Food Program & Breastfeeding Peer Counseling Program

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			Sub-Total	\$498,814	\$0	\$498,814

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$7,000	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			Sub-Total	\$491,164	\$7,000	\$498,164

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			Sub-Total	\$1,369,034	\$0	\$1,369,034

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			Sub-Total	\$1,345,034	\$0	\$1,345,034

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			Sub-Total	\$327,772	\$0	\$327,772

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$4,600	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			Sub-Total	\$327,249	\$4,600	\$331,849
			Funding Source Total	\$5,937,397	\$18,700	\$5,956,097

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			Sub-Total	\$16,000	\$0	\$16,000

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	\$9,700
			Sub-Total	\$9,700	\$0	\$9,700

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			Sub-Total	\$30,400	\$0	\$30,400

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			Sub-Total	\$6,978	\$0	\$6,978
		Funding Source Total		\$63,078	\$0	\$63,078

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$6,004,475	\$18,700	\$6,023,175



New

**Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2nd Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 19th day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$670,599.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete in its entirety Exhibit B-5, Budget, and replace with Exhibit B-5 Amendment #2 SFY 2019 BFPC Budget.

JM
2/24/19



New

**Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

3/9/19
Date

Lisa Morris
Name: LISA MORRIS
Title: DIRECTOR, DPHS

Southwestern Community Services

2/26/19
Date

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on 02/26/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jill Tomlin
Signature of Notary Public or Justice of the Peace

Jill Tomlin, Justice of the Peace
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4-5-22

JILL A. TOMLIN, Justice of the Peace
State of New Hampshire
My Commission Expires April 5, 2022

JM
2/26/19



New

**Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

3/17/2019
Date

Nancy B. Smith
Name: *Nancy B. Smith*
Title: *Senior Asst. Atty General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

JM
2/26/19

**Exhibit B-6 Amendment #2
SFY 2019 BFPC Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: BFPC ONLY

RF# 2018-DPHS-11-0950

Budget Period: SFY 2019

Line Item	Total Program Cost			Contract Share / Match			Funded by DPHS per line item		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1.01.01.01.01	10,000.00	-	10,000.00	-	-	-	10,000.00	-	10,000.00
1.01.01.01.02	4,253.00	-	4,253.00	-	-	-	4,253.00	-	4,253.00
1.01.01.01.03	-	-	-	-	-	-	-	-	-
1.01.01.01.04	-	-	-	-	-	-	-	-	-
1.01.01.01.05	-	-	-	-	-	-	-	-	-
1.01.01.01.06	-	-	-	-	-	-	-	-	-
1.01.01.01.07	-	-	-	-	-	-	-	-	-
1.01.01.01.08	-	-	-	-	-	-	-	-	-
1.01.01.01.09	-	-	-	-	-	-	-	-	-
1.01.01.01.10	-	-	-	-	-	-	-	-	-
1.01.01.01.11	-	-	-	-	-	-	-	-	-
1.01.01.01.12	-	-	-	-	-	-	-	-	-
1.01.01.01.13	-	-	-	-	-	-	-	-	-
1.01.01.01.14	-	-	-	-	-	-	-	-	-
1.01.01.01.15	-	-	-	-	-	-	-	-	-
1.01.01.01.16	-	-	-	-	-	-	-	-	-
1.01.01.01.17	-	-	-	-	-	-	-	-	-
1.01.01.01.18	-	-	-	-	-	-	-	-	-
1.01.01.01.19	-	-	-	-	-	-	-	-	-
1.01.01.01.20	-	-	-	-	-	-	-	-	-
1.01.01.01.21	-	-	-	-	-	-	-	-	-
1.01.01.01.22	-	-	-	-	-	-	-	-	-
1.01.01.01.23	-	-	-	-	-	-	-	-	-
1.01.01.01.24	-	-	-	-	-	-	-	-	-
1.01.01.01.25	-	-	-	-	-	-	-	-	-
1.01.01.01.26	-	-	-	-	-	-	-	-	-
1.01.01.01.27	-	-	-	-	-	-	-	-	-
1.01.01.01.28	-	-	-	-	-	-	-	-	-
1.01.01.01.29	-	-	-	-	-	-	-	-	-
1.01.01.01.30	-	-	-	-	-	-	-	-	-
1.01.01.01.31	-	-	-	-	-	-	-	-	-
1.01.01.01.32	-	-	-	-	-	-	-	-	-
1.01.01.01.33	-	-	-	-	-	-	-	-	-
1.01.01.01.34	-	-	-	-	-	-	-	-	-
1.01.01.01.35	-	-	-	-	-	-	-	-	-
1.01.01.01.36	-	-	-	-	-	-	-	-	-
1.01.01.01.37	-	-	-	-	-	-	-	-	-
1.01.01.01.38	-	-	-	-	-	-	-	-	-
1.01.01.01.39	-	-	-	-	-	-	-	-	-
1.01.01.01.40	-	-	-	-	-	-	-	-	-
1.01.01.01.41	-	-	-	-	-	-	-	-	-
1.01.01.01.42	-	-	-	-	-	-	-	-	-
1.01.01.01.43	-	-	-	-	-	-	-	-	-
1.01.01.01.44	-	-	-	-	-	-	-	-	-
1.01.01.01.45	-	-	-	-	-	-	-	-	-
1.01.01.01.46	-	-	-	-	-	-	-	-	-
1.01.01.01.47	-	-	-	-	-	-	-	-	-
1.01.01.01.48	-	-	-	-	-	-	-	-	-
1.01.01.01.49	-	-	-	-	-	-	-	-	-
1.01.01.01.50	-	-	-	-	-	-	-	-	-
1.01.01.01.51	-	-	-	-	-	-	-	-	-
1.01.01.01.52	-	-	-	-	-	-	-	-	-
1.01.01.01.53	-	-	-	-	-	-	-	-	-
1.01.01.01.54	-	-	-	-	-	-	-	-	-
1.01.01.01.55	-	-	-	-	-	-	-	-	-
1.01.01.01.56	-	-	-	-	-	-	-	-	-
1.01.01.01.57	-	-	-	-	-	-	-	-	-
1.01.01.01.58	-	-	-	-	-	-	-	-	-
1.01.01.01.59	-	-	-	-	-	-	-	-	-
1.01.01.01.60	-	-	-	-	-	-	-	-	-
1.01.01.01.61	-	-	-	-	-	-	-	-	-
1.01.01.01.62	-	-	-	-	-	-	-	-	-
1.01.01.01.63	-	-	-	-	-	-	-	-	-
1.01.01.01.64	-	-	-	-	-	-	-	-	-
1.01.01.01.65	-	-	-	-	-	-	-	-	-
1.01.01.01.66	-	-	-	-	-	-	-	-	-
1.01.01.01.67	-	-	-	-	-	-	-	-	-
1.01.01.01.68	-	-	-	-	-	-	-	-	-
1.01.01.01.69	-	-	-	-	-	-	-	-	-
1.01.01.01.70	-	-	-	-	-	-	-	-	-
1.01.01.01.71	-	-	-	-	-	-	-	-	-
1.01.01.01.72	-	-	-	-	-	-	-	-	-
1.01.01.01.73	-	-	-	-	-	-	-	-	-
1.01.01.01.74	-	-	-	-	-	-	-	-	-
1.01.01.01.75	-	-	-	-	-	-	-	-	-
1.01.01.01.76	-	-	-	-	-	-	-	-	-
1.01.01.01.77	-	-	-	-	-	-	-	-	-
1.01.01.01.78	-	-	-	-	-	-	-	-	-
1.01.01.01.79	-	-	-	-	-	-	-	-	-
1.01.01.01.80	-	-	-	-	-	-	-	-	-
1.01.01.01.81	-	-	-	-	-	-	-	-	-
1.01.01.01.82	-	-	-	-	-	-	-	-	-
1.01.01.01.83	-	-	-	-	-	-	-	-	-
1.01.01.01.84	-	-	-	-	-	-	-	-	-
1.01.01.01.85	-	-	-	-	-	-	-	-	-
1.01.01.01.86	-	-	-	-	-	-	-	-	-
1.01.01.01.87	-	-	-	-	-	-	-	-	-
1.01.01.01.88	-	-	-	-	-	-	-	-	-
1.01.01.01.89	-	-	-	-	-	-	-	-	-
1.01.01.01.90	-	-	-	-	-	-	-	-	-
1.01.01.01.91	-	-	-	-	-	-	-	-	-
1.01.01.01.92	-	-	-	-	-	-	-	-	-
1.01.01.01.93	-	-	-	-	-	-	-	-	-
1.01.01.01.94	-	-	-	-	-	-	-	-	-
1.01.01.01.95	-	-	-	-	-	-	-	-	-
1.01.01.01.96	-	-	-	-	-	-	-	-	-
1.01.01.01.97	-	-	-	-	-	-	-	-	-
1.01.01.01.98	-	-	-	-	-	-	-	-	-
1.01.01.01.99	-	-	-	-	-	-	-	-	-
1.01.01.01.00	-	-	-	-	-	-	-	-	-
TOTAL	15,253.00	-	15,253.00	-	-	-	15,253.00	-	15,253.00

Contractor Initials: _____
Date: _____

Jm
2/26/19



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 15, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475, and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-8003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-8001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-8006	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-8001	\$646,498	\$19,501	\$665,999
	Total:		\$5,878,624	\$125,851	\$6,004,475

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

See Attached Fiscal Details for Funding Distribution

EXPLANATION

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.

New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

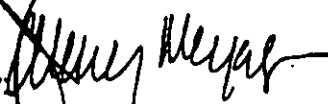
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW
Director

Approved by



Jeffrey A. Meyers
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			Sub-Total	\$782,865	\$12,600	\$795,465

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			Sub-Total	\$780,865	\$2,000	\$782,865

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			Sub-Total	\$491,164	\$7,650	\$498,814

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			Sub-Total	\$489,164	\$2,000	\$491,164

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			Sub-Total	\$1,345,034	\$24,000	\$1,369,034

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,358	\$0	\$151,358
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$101,643	\$2,000	\$103,643
			Sub-Total	\$1,343,034	\$2,000	\$1,345,034

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$5,523	\$5,523
			Sub-Total	\$322,249	\$5,523	\$327,772

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006041	\$24,136	\$7,000	\$26,36
			Sub-Total	\$320,249	\$7,000	\$327,249
		Funding Source Total		5,874,624	\$62,773	\$5,937,397

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$16,000	\$16,000
			Sub-Total	\$0	\$16,000	\$16,000

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$9,700	9,700
			Sub-Total	\$0	\$9,700	\$9,700

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$30,400	\$30,400
			Sub-Total	\$0	\$30,400	\$30,400

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$6,978	\$6,978
			Sub-Total	\$0	\$6,978	\$6,978
		Funding Source Total		\$0	\$63,078	\$63,078

**Fiscal Details for WIC Special Supplemental Food Program &
Breastfeeding Peer Counseling Program**

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$5,878,624	\$125,851	\$56,004,475

**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1st Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as Amendment #1) dated this 25th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$665, 999.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services.
5. Delete in its entirety Exhibit B-1, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Services Budget.
6. Delete in its entirety Exhibit B-3, Budget, and replace with Exhibit B-3 Amendment #1,EWIC Budget.
7. Delete in its entirety Exhibit B-4, Budget, and replace with Exhibit B-2 Amendment #1,SFY 2019 WIC Services Budget.
8. Add Exhibit B-4 Amendment #1, Infrastructure Budget.
9. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/10/18
Date

Lisa Morris
Name: LISA MORRIS
Title: DIRECTOR, DPHS

Southwestern Community Services

May 04, 2018
Date

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

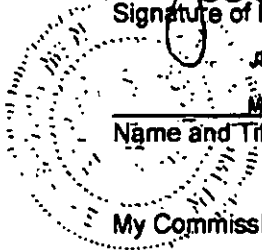
State of New Hampshire, County of Cheshire on 05/04/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jill A. Tomlin
Signature of Notary Public or Justice of the Peace

JILL A. TOMLIN, Justice of the Peace
State of New Hampshire
My Commission Expires April 6, 2022

Name and Title of Notary or Justice of the Peace

My Commission Expires: 4.5.22



JM
5/11/18

New Hampshire Department of Health and Human Services
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

5-23-18
Date

RWR
Name: *Rebecca W. Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Am 5/24/18



1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Vendor shall use additional funding:
 - 2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;
 - 2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;
 - 2.1.1.2. Must be in place no later than June 30, 2018.
 - 2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;
 - 2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30th, 2018;

**Exhibit B-3 Amendment #1
EWAC Budget**

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

Division/Program Name: **Sanitary Community Services**

Budget Request for: **WIC Program - EWAC**

SPW-000-000-11-0000

Budget Period: **July 1, 2017 to June 30, 2018**

Fund Item	Total Program Cost			Customer Share / State			Funded by State (separate sheet)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Instructional	Other		Instructional	Other		Instructional	Other	
1.001 Employee Salaries									
2.001 Employee Benefits									
3.001 Contractual									
4.001 Printing									
5.001 Supplies									
6.001 Travel									
7.001 Computer									
8.001 Contract Services									
9.001 Telephone									
10.001 Postage									
11.001 Subscriptions									
12.001 Other (miscellaneous)									
13.001 Other (miscellaneous)									
14.001 Other (miscellaneous)									
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100.001 Other (miscellaneous)									
TOTAL	4,000.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00

AM
Date: *5/17/18*

**Exhibit B-4 Amendment #1
Infrastructure Budget**

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

Submit/Program Name: **Sanbornville Community Services**

Budget Request for: **HC Program - Infrastructure**
200-000-0000-11-SPBC

Budget Period: **July 1, 2017 to June 30, 2018**

Line Item	Total Program Cost			Contractor Share / Month			Funded by (SPBC contract share)		
	Direct Investment	Indirect Fund	Total	Direct Investment	Indirect Fund	Total	Direct Investment	Indirect Fund	Total
1. 200-000-0000-11-SPBC									
2. 200-000-0000-11-SPBC									
3. 200-000-0000-11-SPBC									
4. 200-000-0000-11-SPBC									
5. 200-000-0000-11-SPBC									
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99. 200-000-0000-11-SPBC									
100. 200-000-0000-11-SPBC									
TOTAL	4,876.00	0	4,876.00	0	0	4,876.00	4,876.00	0	4,876.00

Submit As A Percent of Grant: **0%**

[Handwritten Signature]
5/14/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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May 1, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
	Total:		\$5,878,624

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified, without further approval from the Governor and Executive Council.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

Community Action Program for Belknap and Merrimack Counties

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$80,902
			Sub-Total:	\$782,865

Goodwin Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

Southern New Hampshire Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312

Community Action Program for Belknap and Merrimack Counties

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,866

Goodwin Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

Southern New Hampshire Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,668
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

EXPLANATION

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups; pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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These contracts contain language which allows the Department to extend contracted services for up to four additional years, contingent upon satisfactory performance, continued funding and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

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

Respectfully submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

**Special Supplemental Nutrition
Program for Women, Infants & Children**

RFP-2018-DPHS-11-SPECI

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. CAP Belknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	167
	200	182
	200	182

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin
Lissa Sirois, Administrator
4. Nutrition Services DPHS
5. _____
6. _____

Subject: WIC and Breastfeeding Peer Counseling Services (RF-2018-DPHS-11-SPEC-04)

45.4


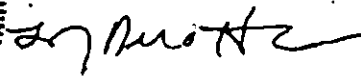
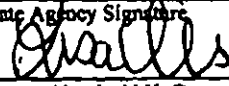
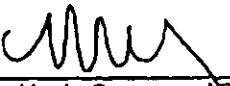
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southwestern Community Services		1.4 Contractor Address PO BOX 603, Keene, NH 03431	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 05-93-90-902010-5260-102-500731 05-93-90-902010-5260-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$646,498
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>5/15/17</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Leisa Perrotta, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Yee Attorney 5/24/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

AM
5/17

Subject: WIC and Breastfeeding Peer Counseling Services (RF-2018-DPHS-11-SPEC-04)

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

AGREEMENT

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

GENERAL PROVISIONS

E. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southwestern Community Services		1.4 Contractor Address PO BOX 603, Keene, NH 03431	
1.5 Contractor Phone Number 603-352-7312	1.6 Account Number 05-95-90-902010-3280-102-500731 05-95-90-902010-3280-102-500734 05-95-90-902010-3396-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$646,498
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On _____ before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

2. STATEMENT OF WORK

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
 - 2.2.1 Purchas seventy-five (75) Magnetic Swipe Card readers for the implementation of eWIC services for all the WIC Clinics in New Hampshire.
 - 2.2.2 Provide WIC services to the contracted caseload of 1,646 to include women, infants and children each month utilizing the StarLINC MIS system in the counties of Cheshire and Sullivan.
 - 2.2.3 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
 - 2.2.4 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
 - 2.2.5 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.



Exhibit A

- 2.2.6 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:
 - 2.2.6.1 Include national WIC enrollment and retention website (www.signupwic.com) in outreach materials and on individual agency website;
 - 2.2.6.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
 - 2.2.6.3 Distribution of WIC informational booklets and referral materials;
 - 2.2.6.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
 - 2.2.6.5 Maintenance of participant waiting list, if appropriate;
 - 2.2.6.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
 - 2.2.6.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
 - 2.2.6.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.7 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
 - 2.2.7.1 A minimum of twenty-five (25) enrolled participants;
 - 2.2.7.2 Nearby WIC-authorized food stores;
 - 2.2.7.3 Other community and health services that serve WIC eligible participants; and
 - 2.2.7.4 Available transportation for accessing the WIC clinic.
- 2.2.8 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.9 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.10 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.11 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.12 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.13 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.



Exhibit A

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- 2.2.14 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.
 - 2.2.15 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
 - 2.2.16 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
 - 2.2.17 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
 - 2.2.18 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
 - 2.2.19 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract
 - 2.2.20 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
 - 2.2.21 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
 - 2.2.22 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
 - 2.2.23 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
 - 2.2.24 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
 - 2.2.25 Conduct special projects as appropriate funding is received.
 - 2.2.26 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30th of each contract year.



Exhibit A

- 3.2 The Contractor shall provide a mid-year progress report no later than January 30th of each contract year.
- 3.3 The Contractor shall provide a year-end report no later than June 30th of each contract year.

4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

5. PERFORMANCE MEASURES



Exhibit A

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:
- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3rd month of pregnancy.
 - 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5th birthday.
 - 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
 - 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
 - 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.
- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

Workplan Schedule

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2, B-3, B-4 and B-5.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. 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.
 - 4.2. The invoices must:
 - 4.2.1. Clearly identify the amount requested and the services performed during that period.
 - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Order/Program Name: Southeastern Community Services, Inc

Budget Request for: WIC ONLY

APA/IR76-090-11-SPEC

Budget Period: SFY 2018

1. Total Salary/Wages	154,821.00	-	154,821.00	-	-	154,821.00	-	154,821.00
2. Employee Benefits	62,860.00	-	62,860.00	-	-	62,860.00	-	62,860.00
3. Consultants	-	-	-	-	-	-	-	-
4. Equipment	15,300.00	-	15,300.00	-	-	15,300.00	-	15,300.00
Furniture	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-
5. Supplies	750.00	-	750.00	-	-	750.00	-	750.00
Educational	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-
Photocopy	3,000.00	-	3,000.00	-	-	3,000.00	-	3,000.00
Medical	2,050.00	-	2,050.00	-	-	2,050.00	-	2,050.00
Office	8,000.00	-	8,000.00	-	-	8,000.00	-	8,000.00
6. Travel	8,000.00	-	8,000.00	-	-	8,000.00	-	8,000.00
7. Occupancy	22,784.00	-	22,784.00	-	-	22,784.00	-	22,784.00
8. Current Expenses	-	-	-	-	-	-	-	-
Telephone	3,072.00	-	3,072.00	-	-	3,072.00	-	3,072.00
Postage	1,000.00	-	1,000.00	-	-	1,000.00	-	1,000.00
Miscellaneous	-	-	-	-	-	-	-	-
Auto and Liab	-	-	-	-	-	-	-	-
Insurance	2,845.00	-	2,845.00	-	-	2,845.00	-	2,845.00
Board Expenses	-	-	-	-	-	-	-	-
9. Rentals	-	-	-	-	-	-	-	-
10. Advertising/Communications	100.00	-	100.00	-	-	100.00	-	100.00
11. Bond Expenses and Printing	3,000.00	-	3,000.00	-	-	3,000.00	-	3,000.00
12. Subcontract/Agreements	-	-	-	-	-	-	-	-
13. Other (specify details mandatory)	-	-	-	-	-	-	-	-
Mobile Internet Services	1,800.00	-	1,800.00	-	-	1,800.00	-	1,800.00
Indirect Expense	-	24,979.00	24,979.00	-	-	-	24,979.00	24,979.00
TOTAL	236,982.00	24,979.00	261,961.00	-	-	261,961.00	24,979.00	286,940.00

Indirect As A Percent of Direct

VA

Contractor Initial: *SM*
Date: 5/1/17

**Exhibit B-2
Budget**

New Hampshire Department of Health and Human Services

EBB#06/Program Name: Southwestern Community Services, Inc

Budget Request for: **GFPC ONLY**

RFP-2019-DHG-11-5427

Budget Period: **BFY 2018**

[REDACTED]										
1. Total Salary/Wages		10,800.00			10,800.00				10,800.00	10,800.00
2. Employee Benefits		4,433.00			4,433.00				4,433.00	4,433.00
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 (specify statute mandatory)										
Lobby/Internet Services										
Indirect Expense										
TOTAL		15,233.00			15,233.00				15,233.00	15,233.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: *gm*
Date: *5/17*

**Exhibit B-3
Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southeastern Community Services, Inc

Budget Request for: SFPC ONLY
RPA-2016-0140-11-SPEC

Budget Period: SFY 2016

[REDACTED]										
1. Total Salaries/Wages										
2. Employee Benefits										
3. Consulting										
4. Equipment										
Rental										
Repair and Maintenance										
Purchase/Depreciation										
5. Supplies										
Educational										
Lab										
Pharmacy										
Medical										
Office										
6. Travel										
7. Contingency										
8. Current Expenses										
Telephone										
Postage										
Subscriptions										
Audit and Legal										
Insurance										
Other Expenses										
9. Printing										
10. Marketing/Communications										
11. Staff Education and Training										
12. Subcontracting payments		4,000.00			4,000.00			4,000.00		4,000.00
13. Other (Specify details mandatory):										
Mobile Internet Services										
Indirect Expenses										
TOTAL		4,000.00			4,000.00			4,000.00		4,000.00
Indirect As A Percent of Direct			0.0%							

Contractor Initials: SM
Date: 5/1/17

**Exhibit B-4
Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: WIC ONLY

APP-2016-DHS-11-SPEC/

Budget Period: SFY 2019

1. Total Bidder/Program	154,311.00		154,311.00					154,311.00		154,311.00
2. Employee Benefits	67,800.00		67,800.00					67,800.00		67,800.00
3. Commodity										
4. Equipment										
Rental	15,300.00		15,300.00					15,300.00		15,300.00
Repairs and Maintenance										
Purchase/Depreciation										
5. Supplies:										
Educational	150.00		150.00					150.00		150.00
Lab										
Pharmacy										
Medical	2,000.00		2,000.00					2,000.00		2,000.00
Office	2,000.00		2,000.00					2,000.00		2,000.00
Travel	8,800.00		8,800.00					8,800.00		8,800.00
6. Travel										
7. Occupancy	22,784.00		22,784.00					22,784.00		22,784.00
8. Current Expenses										
Telephone	3,972.00		3,972.00					3,972.00		3,972.00
Postage	1,000.00		1,000.00					1,000.00		1,000.00
Subscriptions										
Audit and Legal										
Insurance	2,848.00		2,848.00					2,848.00		2,848.00
Board Expenses										
9. Referrals										
10. Marketing/Communications	100.00		100.00					100.00		100.00
11. Staff Education and Training	3,000.00		3,000.00					3,000.00		3,000.00
12. Subcontracts/Agreements										
13. Other (specify details mandatory)										
Mobile Internet Services	1,800.00		1,800.00					1,800.00		1,800.00
Indirect Expense		23,978.00	23,978.00						23,978.00	23,978.00
TOTAL	298,983.00		298,983.00					298,983.00		298,983.00

Indirect As % Percent of Direct

13

Contractor Initials: *[Signature]*
Date: 5/19/17



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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5/9/17



- 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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials

Date



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

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

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

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

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

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

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

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5/9/17



- 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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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. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017
Date

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

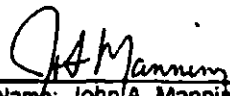
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-4.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017

Date


Name: John A. Manning
Title: Chief Executive Officer



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances:
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

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

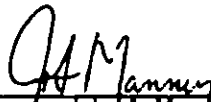
LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017

Date



Name: John A. Manning

Title: Chief Executive Officer



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

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

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

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

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

Exhibit G

Contractor Initials

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

02714
Rev. 10/21/14

Page 1 of 2

Date

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5/9/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Southwestern Community Services, Inc.

May 8, 2017

Date

Name: John A. Manning

Title: Chief Executive Officer

Exhibit G

Contractor Initials

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

Date

5/9/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017

Date

Name: John A. Manning

Title: Chief Executive Officer

JAM
5/9/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

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5/1/17

Date



Exhibit I

- I. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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5/1/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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5/9/17



Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

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

The State
Lisa Morris
 Signature of Authorized Representative
LISA MORRIS
 Name of Authorized Representative
Director, DPHS
 Title of Authorized Representative
5/15/17
 Date

Southwestern Community Services, Inc.
 Name of the Contractor
John A. Manning
 Signature of Authorized Representative
John A. Manning
 Name of Authorized Representative
 Chief Executive Officer
 Title of Authorized Representative
May 8, 2017
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

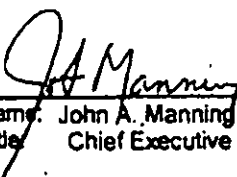
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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


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

Contractor Name: Southwestern Community Services, Inc.

May 8, 2017

Date


Name: John A. Manning
Title: Chief Executive Officer


Date 5/9/17



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081251381
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Jm
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