



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



18 mac

February 14, 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 amend agreements with vendors listed below by increasing the price limitation by \$66,695 from \$13,272,003 to \$13,338,698 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program with no change to the contract completion date of June 30, 2017, effective date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 47, 48, 49, and subsequent amendments on June 18, 2014 (Item 89), April 8, 2015 (Item #25), and October 7, 2015 (Item #14). 100% Federal Funds.

| Vendor  | Location                                     | Current Budget      | Increase/ Decrease | Modified Budget     |
|---|--|---------------------|--------------------|---------------------|
| Community Action Program and Merrimack Counties, Inc. | Belknap, Coos, Grafton, & Merrimack Counties | \$3,946,813         | \$7,525            | \$3,954,338         |
| Goodwin Community Health                              | Carroll & Strafford Counties                 | \$1,906,651         | \$1,825            | \$1,908,476         |
| Southern NH Services                                  | Hillsborough Rockingham                      | \$6,032,539         | \$2,200            | \$6,034,739         |
| Southwestern Community Services, Inc.                 | Cheshire & Sullivan Counties                 | \$1,386,000         | \$55,145           | \$1,441,145         |
| <b>TOTAL</b>  |  | <b>\$13,272,003</b> | <b>\$66,695</b>    | <b>\$13,338,698</b> |

Funds to support this request are available in the following accounts for SFY 2017 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

**FISCAL DETAILS ATTACHED**

### **EXPLANATION**

The purpose of this request is to seek approval of four (4) amendments to increase the price limitation and scope of services to support training and educational materials in order to provide revitalizing nutrition and breastfeeding services, to maintain program integrity and increase caseload. In the interest of efficiency, the contract amendments are being bundled as they are providing the same services. Southwestern Community Services received additional funds as part of this amendment to host the Statewide WIC Conference. In addition, Southwestern Community Services purchases necessary equipment to be distributed to all the agencies. Funds for the other three vendors were distributed based on their caseload percentages.

The WIC Nutrition Program provides statewide monthly nutrition benefits to more than 13,000 low income women, infants, and children. The StarLINC computer system issues these benefits through printing of more than 50,000 food vouchers monthly redeemed at approximately 200 grocery stores in New Hampshire. Nutrition and breastfeeding services are provided to every pregnant and breastfeeding women enrolled on the program through person to person counseling from Certified Lactation Counselors, peer to peer support, printed educational materials, group classes and the loaning of breast pumps.

Should Governor and Executive Council not authorize this Request, WIC local agencies will not be able to continue to efficiently provide up to date Value Enhanced Nutrition Assessment nutrition and breastfeeding services to low income women, infants, and children, as required by the United States Department of Agriculture.

This contract was competitive bid.

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

Area to be served is statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture, CFDA 10.557, Federal Award Identification Number 174NH703W1003.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture, CFDA 10.578, Federal Award Identification Number 16164NH781W5413.

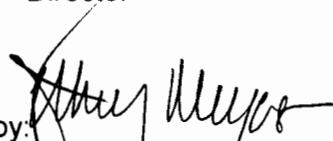
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris, MSSW  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**FISCAL DETAILS**  
**WIC Local Agency Amendments**

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, WIC SUPPLEMENTAL NUTRITION PRG**  
**100% Federal Funds**

**Community Action Program of Belknap and Merrimack Counties, Inc - Vendor Code: 177203-B003**  
**2 Industrial Park Drive, Concord, NH 03302**

**PO # 1030585**

| Fiscal Year | Class      | Title                  | Activity Code     | Budget              | Increase/<br>Decrease | Modified<br>Budget  |
|-------------|------------|------------------------|-------------------|---------------------|-----------------------|---------------------|
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006001          | 50,580.00           | -                     | 50,580.00           |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006002          | 35,407.00           | -                     | 35,407.00           |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006003          | 380,450.00          | -                     | 380,450.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006004          | 229,474.00          | -                     | 229,474.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006007          | 199,694.00          | -                     | 199,694.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006022          | 40,087.00           | -                     | 40,087.00           |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006041          | 56,761.00           | -                     | 56,761.00           |
|             |            |                        | <b>Sub-Total</b>  | <b>992,453.00</b>   | <b>-</b>              | <b>992,453.00</b>   |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006001          | 50,580.00           | -                     | 50,580.00           |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006002          | 35,407.00           | -                     | 35,407.00           |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006003          | 382,296.00          | -                     | 382,296.00          |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006004          | 229,474.00          | -                     | 229,474.00          |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006007          | 189,817.00          | -                     | 189,817.00          |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006022          | 36,730.00           | -                     | 36,730.00           |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006041          | 56,561.00           | -                     | 56,561.00           |
|             |            |                        | <b>Sub-Total</b>  | <b>980,865.00</b>   | <b>-</b>              | <b>980,865.00</b>   |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006001          | 43,530.00           | -                     | 43,530.00           |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006002          | 35,787.00           | -                     | 35,787.00           |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006003          | 393,936.00          | -                     | 393,936.00          |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006004          | 224,349.00          | -                     | 224,349.00          |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006007          | 187,773.00          | -                     | 187,773.00          |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006022          | 36,730.00           | -                     | 36,730.00           |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006041          | 58,800.00           | -                     | 58,800.00           |
|             |            |                        | <b>Sub-Total</b>  | <b>980,905.00</b>   | <b>-</b>              | <b>980,905.00</b>   |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006001          | 43,530.00           | -                     | 43,530.00           |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006002          | 35,787.00           | -                     | 35,787.00           |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006003          | 393,936.00          | -                     | 393,936.00          |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006004          | 224,349.00          | -                     | 224,349.00          |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006007          | 184,773.00          | -                     | 184,773.00          |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006022          | 36,730.00           | -                     | 36,730.00           |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006041          | 58,800.00           | 175.00                | 58,975.00           |
|             |            |                        | <b>Sub-Total</b>  | <b>977,905.00</b>   | <b>175.00</b>         | <b>978,080.00</b>   |
|             |            |                        | <b>WIC Total:</b> | <b>3,932,128.00</b> | <b>175.00</b>         | <b>3,932,303.00</b> |

**Goodwin Community Health - Vendor Code: 154703-B001**  
**311 Route 108, Somersworth, NH 03878**

**PO#1017160**

| Fiscal Year | Class      | Title                  | Activity Code    | Budget            | Increase/<br>Decrease | Modified<br>Budget |
|-------------|------------|------------------------|------------------|-------------------|-----------------------|--------------------|
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006001         | 57,235.00         | -                     | 57,235.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006002         | 15,115.00         | -                     | 15,115.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006003         | 252,288.00        | -                     | 252,288.00         |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006004         | 76,549.00         | -                     | 76,549.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006007         | 5,959.00          | -                     | 5,959.00           |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006022         | 24,119.00         | -                     | 24,119.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006041         | 30,718.00         | -                     | 30,718.00          |
|             |            |                        | <b>Sub-Total</b> | <b>461,983.00</b> | <b>-</b>              | <b>461,983.00</b>  |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006001         | 57,235.00         | -                     | 57,235.00          |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006002         | 15,115.00         | -                     | 15,115.00          |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006003         | 252,732.00        | -                     | 252,732.00         |

**FISCAL DETAILS**  
**WIC Local Agency Amendments**

|          |            |                        |                   |                     |               |                     |
|----------|------------|------------------------|-------------------|---------------------|---------------|---------------------|
| SFY 2015 | 102-500734 | Contracts for Prog Svc | 90006004          | 76,549.00           | -             | 76,549.00           |
| SFY 2015 | 102-500734 | Contracts for Prog Svc | 90006007          | 5,959.00            | -             | 5,959.00            |
| SFY 2015 | 102-500734 | Contracts for Prog Svc | 90006022          | 23,545.00           | -             | 23,545.00           |
| SFY 2015 | 102-500734 | Contracts for Prog Svc | 90006041          | 32,418.00           | -             | 32,418.00           |
|          |            | <b>Sub-Total</b>       |                   | <b>463,553.00</b>   | <b>-</b>      | <b>463,553.00</b>   |
| SFY 2016 | 102-500734 | Contracts for Prog Svc | 90006001          | 50,731.00           | -             | 50,731.00           |
| SFY 2016 | 102-500734 | Contracts for Prog Svc | 90006002          | 14,543.00           | -             | 14,543.00           |
| SFY 2016 | 102-500734 | Contracts for Prog Svc | 90006003          | 282,023.00          | -             | 282,023.00          |
| SFY 2016 | 102-500734 | Contracts for Prog Svc | 90006004          | 75,463.00           | -             | 75,463.00           |
| SFY 2016 | 102-500734 | Contracts for Prog Svc | 90006007          | 5,959.00            | -             | 5,959.00            |
| SFY 2016 | 102-500734 | Contracts for Prog Svc | 90006022          | 23,545.00           | -             | 23,545.00           |
| SFY 2016 | 102-500734 | Contracts for Prog Svc | 90006041          | 37,880.00           | -             | 37,880.00           |
|          |            | <b>Sub-Total</b>       |                   | <b>490,144.00</b>   | <b>-</b>      | <b>490,144.00</b>   |
| SFY 2017 | 102-500734 | Contracts for Prog Svc | 90006001          | 50,731.00           | -             | 50,731.00           |
| SFY 2017 | 102-500734 | Contracts for Prog Svc | 90006002          | 14,543.00           | -             | 14,543.00           |
| SFY 2017 | 102-500734 | Contracts for Prog Svc | 90006003          | 282,023.00          | -             | 282,023.00          |
| SFY 2017 | 102-500734 | Contracts for Prog Svc | 90006004          | 75,463.00           | -             | 75,463.00           |
| SFY 2017 | 102-500734 | Contracts for Prog Svc | 90006007          | 5,959.00            | -             | 5,959.00            |
| SFY 2017 | 102-500734 | Contracts for Prog Svc | 90006022          | 23,545.00           | -             | 23,545.00           |
| SFY 2017 | 102-500734 | Contracts for Prog Svc | 90006041          | 37,880.00           | 175.00        | 38,055.00           |
|          |            | <b>Sub-Total</b>       |                   | <b>490,144.00</b>   | <b>175.00</b> | <b>490,319.00</b>   |
|          |            |                        | <b>WIC Total:</b> | <b>1,905,824.00</b> | <b>175.00</b> | <b>1,905,999.00</b> |

Southern New Hampshire Services - Vendor Code: 177198-B006  
40 Pine Street, Manchester, NH 03103

PO # 1031531

| Fiscal Year | Class      | Title                  | Activity Code     | Budget              | Increase/<br>Decrease | Modified<br>Budget  |
|-------------|------------|------------------------|-------------------|---------------------|-----------------------|---------------------|
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006001          | 200,172.00          | -                     | 200,172.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006002          | 68,694.00           | -                     | 68,694.00           |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006003          | 641,900.00          | -                     | 641,900.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006004          | 255,848.00          | -                     | 255,848.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006007          | 203,282.00          | -                     | 203,282.00          |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006022          | 61,694.00           | -                     | 61,694.00           |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006041          | 100,968.00          | -                     | 100,968.00          |
|             |            | <b>Sub-Total</b>       |                   | <b>1,532,558.00</b> | <b>-</b>              | <b>1,532,558.00</b> |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006001          | 200,172.00          | -                     | 200,172.00          |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006002          | 68,694.00           | -                     | 68,694.00           |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006003          | 645,111.00          | -                     | 645,111.00          |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006004          | 255,848.00          | -                     | 255,848.00          |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006007          | 175,336.00          | -                     | 175,336.00          |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006022          | 58,929.00           | -                     | 58,929.00           |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006041          | 104,168.00          | -                     | 104,168.00          |
|             |            | <b>Sub-Total</b>       |                   | <b>1,508,258.00</b> | <b>-</b>              | <b>1,508,258.00</b> |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006001          | 209,727.00          | -                     | 209,727.00          |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006002          | 67,733.00           | -                     | 67,733.00           |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006003          | 630,698.00          | -                     | 630,698.00          |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006004          | 257,642.00          | -                     | 257,642.00          |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006007          | 165,589.00          | -                     | 165,589.00          |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006022          | 58,929.00           | -                     | 58,929.00           |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006041          | 103,534.00          | -                     | 103,534.00          |
|             |            | <b>Sub-Total</b>       |                   | <b>1,493,852.00</b> | <b>-</b>              | <b>1,493,852.00</b> |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006001          | 209,727.00          | -                     | 209,727.00          |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006002          | 67,733.00           | -                     | 67,733.00           |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006003          | 630,698.00          | -                     | 630,698.00          |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006004          | 257,642.00          | -                     | 257,642.00          |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006007          | 151,199.00          | -                     | 151,199.00          |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006022          | 58,929.00           | -                     | 58,929.00           |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006041          | 103,534.00          | 175.00                | 103,709.00          |
|             |            | <b>Sub-Total</b>       |                   | <b>1,479,462.00</b> | <b>175.00</b>         | <b>1,479,637.00</b> |
|             |            |                        | <b>WIC Total:</b> | <b>6,014,130.00</b> | <b>175.00</b>         | <b>6,014,305.00</b> |

**FISCAL DETAILS**  
**WIC Local Agency Amendments**

Southwestern Community Services - Vendor Code: 177511-R001  
 63 Community Way, Keene, NH 03431

PO # 1031532

| Fiscal Year | Class      | Title                  | Activity Code                      | Budget               | Increase/<br>Decrease | Modified<br>Budget   |
|-------------|------------|------------------------|------------------------------------|----------------------|-----------------------|----------------------|
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006001                           | 41,212.00            | -                     | 41,212.00            |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006002                           | 9,827.00             | -                     | 9,827.00             |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006003                           | 169,615.00           | -                     | 169,615.00           |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006004                           | 64,772.00            | -                     | 64,772.00            |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006007                           | 4,961.00             | -                     | 4,961.00             |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006022                           | 15,912.00            | -                     | 15,912.00            |
| SFY 2014    | 102-500734 | Contracts for Prog Svc | 90006041                           | 22,763.00            | -                     | 22,763.00            |
|             |            |                        | <b>Sub-Total</b>                   | <b>329,062.00</b>    | -                     | <b>329,062.00</b>    |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006001                           | 41,212.00            | -                     | 41,212.00            |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006002                           | 9,827.00             | -                     | 9,827.00             |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006003                           | 171,317.00           | -                     | 171,317.00           |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006004                           | 64,772.00            | -                     | 64,772.00            |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006007                           | 4,961.00             | -                     | 4,961.00             |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006022                           | 15,338.00            | -                     | 15,338.00            |
| SFY 2015    | 102-500734 | Contracts for Prog Svc | 90006041                           | 36,563.00            | -                     | 36,563.00            |
|             |            |                        | <b>Sub-Total</b>                   | <b>343,990.00</b>    | -                     | <b>343,990.00</b>    |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006001                           | 42,283.00            | -                     | 42,283.00            |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006002                           | 8,034.00             | -                     | 8,034.00             |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006003                           | 188,057.00           | -                     | 188,057.00           |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006004                           | 59,184.00            | -                     | 59,184.00            |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006007                           | 4,961.00             | -                     | 4,961.00             |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006022                           | 15,338.00            | -                     | 15,338.00            |
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006041                           | 32,352.00            | -                     | 32,352.00            |
|             |            |                        | <b>Sub-Total</b>                   | <b>350,209.00</b>    | -                     | <b>350,209.00</b>    |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006001                           | 42,283.00            | -                     | 42,283.00            |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006002                           | 8,034.00             | -                     | 8,034.00             |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006003                           | 188,057.00           | -                     | 188,057.00           |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006004                           | 59,184.00            | -                     | 59,184.00            |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006007                           | 4,961.00             | -                     | 4,961.00             |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006022                           | 15,338.00            | -                     | 15,338.00            |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006041                           | 28,352.00            | 10,175.00             | 38,527.00            |
|             |            |                        | <b>Sub-Total</b>                   | <b>346,209.00</b>    | <b>10,175.00</b>      | <b>356,384.00</b>    |
|             |            |                        | <b>WIC Total:</b>                  | <b>1,369,470.00</b>  | <b>10,175.00</b>      | <b>1,379,645.00</b>  |
|             |            |                        | <b>Total WIC for All Agencies:</b> | <b>13,221,552.00</b> | <b>10,700.00</b>      | <b>13,232,252.00</b> |

05-95-90-902010-6048 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC INFRASTRUCTURE  
 100% Federal Funds

Community Action Program of Belknap and Merrimack Counties, Inc - Vendor Code: 177203-B003  
 2 Industrial Park Drive, Concord, NH 03302

PO # 1030585

| Fiscal Year | Class      | Title                  | Activity Code                | Budget           | Increase/<br>Decrease | Modified<br>Budget |
|-------------|------------|------------------------|------------------------------|------------------|-----------------------|--------------------|
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006060                     | 10,828.00        | -                     | 10,828.00          |
|             |            |                        | <b>Sub-Total</b>             | <b>10,828.00</b> | -                     | <b>10,828.00</b>   |
| SFY 2017    | 102-500734 | Contracts for Prog Svc | 90006060                     | 3,857.00         | 7,350.00              | 11,207.00          |
|             |            |                        | <b>Sub-Total</b>             | <b>3,857.00</b>  | <b>7,350.00</b>       | <b>11,207.00</b>   |
|             |            |                        | <b>Infrastructure Total:</b> | <b>14,685.00</b> | <b>7,350.00</b>       | <b>22,035.00</b>   |

Goodwin Community Health - Vendor Code: 154703-B001  
 311 Route 108, Somersworth, NH 03878

PO#1017160

| Fiscal Year | Class      | Title                  | Activity Code | Budget | Increase/<br>Decrease | Modified<br>Budget |
|-------------|------------|------------------------|---------------|--------|-----------------------|--------------------|
| SFY 2016    | 102-500734 | Contracts for Prog Svc | 90006060      | 827.00 | -                     | 827.00             |

**FISCAL DETAILS**  
**WIC Local Agency Amendments**

|          |            |                              |                  |               |                 |                 |
|----------|------------|------------------------------|------------------|---------------|-----------------|-----------------|
|          |            |                              | <b>Sub-Total</b> | <b>827.00</b> | <b>-</b>        | <b>827.00</b>   |
| SFY 2017 | 102-500734 | Contracts for Prog Svc       | 90006060         | -             | 1,650.00        | 1,650.00        |
|          |            |                              | <b>Sub-Total</b> | <b>-</b>      | <b>1,650.00</b> | <b>1,650.00</b> |
|          |            | <b>Infrastructure Total:</b> |                  | <b>827.00</b> | <b>1,650.00</b> | <b>2,477.00</b> |

Southern New Hampshire Services - Vendor Code: 177198-B006  
40 Pine Street, Manchester, NH 03103

PO # 1031531

| Fiscal Year | Class      | Title                        | Activity Code    | Budget           | Increase/<br>Decrease | Modified<br>Budget |
|-------------|------------|------------------------------|------------------|------------------|-----------------------|--------------------|
| SFY 2016    | 102-500734 | Contracts for Prog Svc       | 90006060         | 14,552.00        |                       | 14,552.00          |
|             |            |                              | <b>Sub-Total</b> | <b>14,552.00</b> |                       | <b>14,552.00</b>   |
| SFY 2017    | 102-500734 | Contracts for Prog Svc       | 90006060         | 3,857.00         | 2,025.00              | 5,882.00           |
|             |            |                              | <b>Sub-Total</b> | <b>3,857.00</b>  | <b>2,025.00</b>       | <b>5,882.00</b>    |
|             |            | <b>Infrastructure Total:</b> |                  | <b>18,409.00</b> | <b>2,025.00</b>       | <b>20,434.00</b>   |

Southwestern Community Services - Vendor Code: 177511-R001  
63 Community Way, Keene, NH 03431

PO # 1031532

| Fiscal Year | Class      | Title  | Activity Code    | Budget           | Increased<br>(Decreased)<br>Amount | Modified<br>Budget |
|-------------|------------|--|------------------|------------------|------------------------------------|--------------------|
| SFY 2016    | 102-500734 | Contracts for Prog Svc                       | 90006060         |                  |                                    | -                  |
|             |            |  | <b>Sub-Total</b> | <b>-</b>         | <b>-</b>                           | <b>-</b>           |
| SFY 2017    | 102-500734 | Contracts for Prog Svc                       | 90006060         | 16,530.00        | 44,970.00                          | 61,500.00          |
|             |            |  | <b>Sub-Total</b> | <b>16,530.00</b> | <b>44,970.00</b>                   | <b>61,500.00</b>   |
|             |            | <b>Infrastructure Total:</b>                 |                  | <b>16,530.00</b> | <b>44,970.00</b>                   | <b>61,500.00</b>   |
|             |            | <b>Total Infrastructure for ALL Agencies</b> |                  | <b>50,451.00</b> | <b>55,995.00</b>                   | <b>106,446.00</b>  |

**FISCAL DETAILS SUMMARY CHANGES FOR ALL FUNDING SOURCES**

| Fiscal Year | Class      | Title                  | Appropriation Code   | Budget               | Increase/<br>Decrease | Modified<br>Budget   |
|-------------|------------|------------------------|----------------------|----------------------|-----------------------|----------------------|
| 2014        | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,316,056.00         | 0                     | 3,316,056.00         |
| 2015        | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,296,666.00         | 0                     | 3,296,666.00         |
| 2016        | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,315,110.00         | 0                     | 3,315,110.00         |
| 2017        | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,293,720.00         | 10,700                | 3,304,420.00         |
| 2016        | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | 26,207.00            | 0                     | 26,207.00            |
| 2017        | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | 24,244.00            | 55,995                | 80,239.00            |
|             |            | <b>Contract Total</b>  |                      | <b>13,272,003.00</b> | <b>66,695.00</b>      | <b>13,338,698.00</b> |

1. GRANTOR AGENCY: USDA - Food and Nutrition Service  
 3. NH DEPT OF HHS  
 NH DEPT OF HEALTH AND HUMAN SVCS  
 CONCORD NH 03301-6504  
 VENDOR NO. S3391701 000

2. APPROPRIATION: See below under Appropriation column  
 4. TITLE OF GRANT: Women Infants & Children (2 Year)  
 5. APPORTIONMENT YEAR: 2017  
 GAD NUMBER: 4NH700703 AMENDMENT: 002  
 7. GRANT PERIOD FROM: 10/01/2016  
 GRANT PERIOD TO: 09/30/2017

6. ESTIMATED ANNUAL GRANT AWARD:

| APPROPRIATION | FAIN          | ACCOUNT ID    | PCA TITLE       | CFDA NO. | PREVIOUS LEVEL        | INCREASE/DECREASE   | CURRENT LEVEL         |
|---------------|---------------|---------------|-----------------|----------|-----------------------|---------------------|-----------------------|
| 127/83510     | 174NH703W1003 | 201717W100344 | - WIC ADMIN (O) | 10-557   | \$1,352,293.00        | ✓ \$943,358.00      | \$2,295,651.00        |
| 127/83510     | 174NH703W1006 | 201717W100644 | - WIC FOOD (O)  | 10-557   | \$3,679,765.00        | \$0.00              | \$3,679,765.00        |
| <b>Total:</b> |               |               |                 |          | <b>\$5,032,058.00</b> | <b>\$943,358.00</b> | <b>\$5,975,416.00</b> |

9. SPECIAL INSTRUCTIONS/COMMENTS  
 Please note that the Financial Official (FO) assigned by the above grantee organization is responsible for maintaining valid banking information for this grant. This includes certifying that correct routing and transit numbers (ABA/RTN) and bank account numbers have been entered into the ASAP.gov payment system. The Food and Nutrition Service and the United States Treasury are not responsible for a misdirected payment in the event that the FO entered the incorrect ABA/RTN or bank account number information.  
 2nd QTR. Funds

10. AUTHORIZATION  
 ALLOWANCE HOLDER (DESIGNEE)  
 Food and Nutrition Service  
 Northeast Regional Office  
 10 Causeway Street, Room 501  
 Boston MA 02222  
 Telephone: 617-565-5300

SIGNATURE: - Electronically Signed by - JOHN PEDIKINI

DATE: 01/04/2017

TELEPHONE NO: 617-565-6435



1. GRANTOR AGENCY: USDA - Food and Nutrition Service  
NH DEPT OF HHS  
NH DEPT OF HEALTH AND HUMAN SVCS  
CONCORD NH 03301-6504  
VENDOR NO. S3391701 000

2. APPROPRIATION: See below under Appropriation column  
4. TITLE OF GRANT: Women Infants & Children (2 Year)

5. APPORTIONMENT YEAR: 2016  
GAD NUMBER: 4nh700781  
AMENDMENT: 000

6. ESTIMATED ANNUAL GRANT AWARD:

| APPROPRIATION | FAIN            | ACCOUNT ID   | PCA TITLE                        | CFDA NO. | PREVIOUS LEVEL | INCREASE/DECREASE | CURRENT LEVEL |
|---------------|-----------------|--------------|----------------------------------|----------|----------------|-------------------|---------------|
| 12673510      | 16164NH781W5413 | 201616W54134 | - WIC NATIONAL INFRASTRUCTURE (O | 10.578   | \$0.00         | \$93,085.00       | \$93,085.00 ✓ |
| Total:        |                 |              |                                  |          | \$0.00         | \$93,085.00       | \$93,085.00   |

9. SPECIAL INSTRUCTIONS/COMMENTS  
Please note that the Financial Official (FO) assigned by the above grantee organization is responsible for maintaining valid banking information for this grant. This includes certifying that correct routing and transit numbers(ABA/RTN) and bank account numbers have been entered into the ASAP.gov payment system. The Food and Nutrition Service and the United States Treasury are not responsible for a misdirected payment in the event that the FO entered the incorrect ABA/RTN or bank account number information.  
FY 2016 Infrastructure funds

10. AUTHORIZATION  
ALLOWANCE HOLDER (DESIGNEE)  
Food and Nutrition Service  
Northeast Regional Office  
10 Causeway Street, Room 501  
Boston MA 02222  
Telephone: 617-565-5300

SIGNATURE: - Electronically Signed by - LISA FITZGERALD

DATE: 07/29/2016  
TELEPHONE NO: 617-565-6460



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 4th Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #4") dated February 1, 2017 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program of Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, PO Box 1016, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #48), amended June 18, 2014 (item #89), amended April 8, 2015 (item #25), and amended October 7, 2015 (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 the General Provisions, Paragraph 18 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

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

To amend as follows:

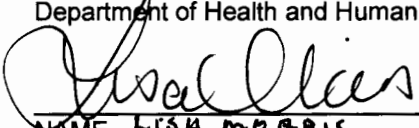
1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$3,954,338
2. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:  
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2017 budgets (Exhibits B-2, Amendment #4)
3. Delete Exhibit B-1, Amendment #3, SFY 2017 and replace with Exhibit B-2, Amendment #4, SFY 2017.
4. Add Exhibit A, Scope of Services, BFPC Responsibilities, Paragraph 4. to read:  
4. The Contractor shall support training and educational materials in order to provide revitalizing nutrition and breastfeeding services, to maintain program integrity and increase caseload.



**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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

3/6/17  
Date

State of New Hampshire  
Department of Health and Human Services  
  
NAME LISA MORRIS  
TITLE DIRECTOR, Division of Public Health Services

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


2/27/2017  
Date

  
NAME Ralph Littlefield  
TITLE Executive Director

**Acknowledgement:**

State of New Hampshire, County of Merrimack on 2/27/2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

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

**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/3/17

  
Name: Megan A. Kelly  
Title: 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-2, Amendment #4

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

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

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

Budget Period: SFY 2017

| Line Item                               | Direct Incremental   | Indirect Fixed      | Total                | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages                   | \$ 543,501.00        | \$ 26,259.00        | \$ 569,760.00        |   |
| 2. Employee Benefits                    | \$ 161,393.00        | \$ 5,496.00         | \$ 166,889.00        |   |
| 3. Consultants                          | \$ -                 | \$ -                | \$ -                 |   |
| 4. Equipment:                           | \$ -                 | \$ -                | \$ -                 |   |
| Rental                                  | \$ -                 | \$ -                | \$ -                 |   |
| Repair and Maintenance                  | \$ 1,900.00          | \$ -                | \$ 1,900.00          |   |
| Purchase/Depreciation                   | \$ 400.00            | \$ -                | \$ 400.00            |   |
| 5. Supplies:                            | \$ -                 | \$ -                | \$ -                 |   |
| Educational                             | \$ 250.00            | \$ -                | \$ 250.00            |   |
| Lab                                     | \$ 5,040.00          | \$ -                | \$ 5,040.00          |   |
| Pharmacy                                | \$ -                 | \$ -                | \$ -                 |   |
| Medical                                 | \$ 2,810.00          | \$ -                | \$ 2,810.00          |   |
| Office                                  | \$ 24,065.00         | \$ 1,125.00         | \$ 25,190.00         |   |
| 6. Travel                               | \$ 41,680.00         | \$ -                | \$ 41,680.00         |   |
| NWA training                            | \$ 2,000.00          | \$ -                | \$ 2,000.00          |   |
| 7. Occupancy                            | \$ 113,285.00        | \$ 5,346.00         | \$ 118,631.00        |   |
| 8. Current Expenses                     | \$ -                 | \$ -                | \$ -                 |   |
| Telephone                               | \$ 9,055.00          | \$ 2,445.00         | \$ 11,500.00         |   |
| Postage                                 | \$ 8,640.00          | \$ 1,410.00         | \$ 10,050.00         |   |
| Subscriptions                           | \$ -                 | \$ -                | \$ -                 |   |
| Audit and Legal                         | \$ 2,380.00          | \$ -                | \$ 2,380.00          |   |
| Insurance                               | \$ 10,503.00         | \$ 1,452.00         | \$ 11,955.00         |   |
| Board Expenses                          | \$ -                 | \$ -                | \$ -                 |   |
| 9. Software                             | \$ -                 | \$ -                | \$ -                 |   |
| 10. Marketing/Communications            | \$ 725.00            | \$ -                | \$ 725.00            |   |
| 11. Staff Education and Training        | \$ -                 | \$ -                | \$ -                 |   |
| 12. Subcontracts/Agreements             | \$ 1,450.00          | \$ -                | \$ 1,450.00          |   |
| 13. Other (specific details mandatory): | \$ 2,800.00          | \$ 495.00           | \$ 3,295.00          |   |
| Mobile Internet Services                | \$ 1,000.00          | \$ 1,000.00         | \$ 2,000.00          |   |
| Infrastructure/OA Funds                 | \$ 11,382.00         | \$ -                | \$ 11,382.00         |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
| <b>TOTAL</b>                            | <b>\$ 944,259.00</b> | <b>\$ 45,028.00</b> | <b>\$ 989,287.00</b> |   |

Indirect As A Percent of Direct

4.8%

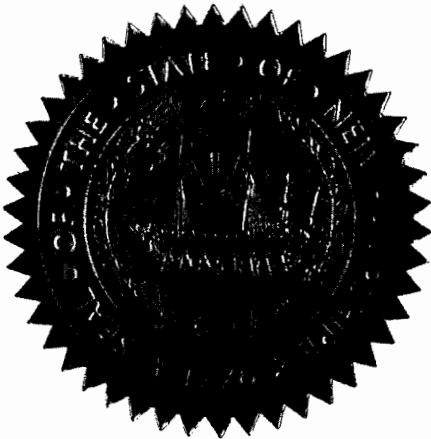
Contractor Initials: R-G

Date: 2/27/17

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Action Program Belknap and Merrimack Counties, Inc. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19<sup>th</sup> day of July A.D. 2016

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

William M. Gardner  
Secretary of State

**Community Action Program Belknap-Merrimack Counties, Inc.**

**CERTIFICATE OF VOTE**

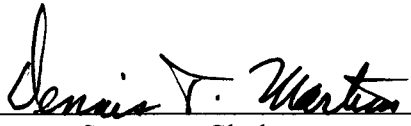
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/12/2017, such authority to be in force and effect until 06/30/2017 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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


IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 27th day of February, 20 17.

  
Secretary-Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 27th day of February, 20 17, 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, New Hampshire  
My Commission Expires October 16, 2018

**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, 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 Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of 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 12, 2017, and has not been amended or revoked and remains in effect as of the date listed below.

2/27/2017

Date



Dennis T. Martino  
Secretary/Clerk

SEAL





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2017

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).

|  |   |                                     |
|--|---|-------------------------------------|
| <b>PRODUCER</b><br>FIAI/Cross Insurance<br>1100 Elm Street<br><br>Manchester NH 03101                                | <b>CONTACT NAME:</b> Karen Shaughnessy<br><b>PHONE (A/C No, Ext):</b> (603) 669-3218<br><b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com | <b>FAX (A/C No):</b> (603) 645-4331 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                     |
| <b>INSURED</b><br>Community Action Programs<br>Belknap-Merrimack Counties Inc.<br>P. O. Box 1016<br>Concord NH 03302 | <b>INSURER A</b> National Union Fire Insurance <b>NAIC #</b> 19445  |                                     |
|  | <b>INSURER B</b> AmGuard Ins Co <b>NAIC #</b> 42390   |                                     |
|  | <b>INSURER C</b> Hanover Ins Co.  |                                     |
|  | <b>INSURER D</b> Chubb Insurance  |                                     |
|  | <b>INSURER E:</b>   |                                     |
|  | <b>INSURER F:</b>   |                                     |

**COVERAGES** CERTIFICATE NUMBER: 16-17 All lines REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER                                   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Including Professional  |           |          | 29-LX-067991165-1                               | 10/1/2016               | 10/1/2017               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000     |
| D        | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER  |           |          | 82471794  | 4/1/2016                | 4/1/2017                | PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Directors & Officers Liability \$ 1,000,000  |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS         |           |          | 29-CA-084608752-1                               | 10/1/2016               | 10/1/2017               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist combined \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 |           |          | 29-UD-016698261                                 | 10/1/2016               | 10/1/2017               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | COWC771597<br>(3a.) NH<br>All officers included | 6/17/2016               | 6/17/2017               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| C        | Blanket Crime   |           |          | BDV1945863                                      | 3/27/2016               | 3/27/2017               | Limit 500,000   |
| A        | Professional  |           |          | 29-LX-067991165-1                               | 10/1/2016               | 10/1/2017               | Limit 1,000,000   |

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

## CERTIFICATE HOLDER CANCELLATION

|  |   |
|--|---|
| State of New Hampshire<br>Dept. of Health & Human Services<br>129 Pleasant Street<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br>T Franggos/JSC <i>Jalitha Franggos</i> |
|--|---|



# Community Action Program Belknap—Merrimack Counties, Inc.



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

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

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

### STATEMENT OF PURPOSE

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

CAPBMCI Statement of Purpose

**ALTON**  
Senior Center ..... 875-7102  
Prospect View Housing ..... 875-3111

**BELMONT**  
Senior Center ..... 287-8887  
Heritage Terr. Housing ..... 287-8801

**BRADFORD**  
Senior Center ..... 938-3104

**CONCORD**  
Area Center ..... 225-8880  
Head Start ..... 224-6492  
Early Head Start ..... 224-6482  
Concord Area  
Bleak-on-Wheels ..... 225-9082  
Concord Area Transit ..... 225-1888  
Horseshoe Pond Place ..... 228-4956  
WRC/SFP ..... 225-2050  
Workplace Success ..... 223-2305

**EPSOM**  
Meadow Brook Housing ..... 734-8250

**FRANKLIN**  
Area Center ..... 534-3444  
Head Start ..... 534-2161  
Early Head Start ..... 534-2181  
Senior Center ..... 534-4181  
Riverside Housing ..... 534-6348

**KEARSARGE VALLEY**  
Area Center ..... 486-2207  
Head Start ..... 486-2208  
North Ridge Housing ..... 486-3398

**LACONIA**  
Area Center ..... 524-5812  
Head Start ..... 528-5334  
Early Head Start ..... 528-5334  
Senior Center ..... 524-7888  
Family Planning ..... 524-5463  
Prenatal ..... 524-5463  
Winipenaukee TransiR ..... 528-3496  
Workplace Success ..... 524-4367

**MEREDITH**  
Area Center ..... 279-4096

**NEWBURY**  
Newbury Commons  
Housing ..... 763-8368

**OSSIPEE**  
Family Planning ..... 538-7552  
Prenatal ..... 538-7552

**PEMBROKE**  
Village at Pembroke Farms  
Housing ..... 485-1842

**PITTSFIELD**  
Senior Center ..... 435-8482  
Head Start ..... 435-8818  
Early Head Start ..... 438-8011

**SUNCOOK**  
Area Center ..... 485-7824  
Senior Center ..... 485-4254

**TILTON**  
Senior Center ..... 527-8291

*Financial Statements*

---

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

**FOR THE YEARS ENDED  
FEBRUARY 29, 2016 AND FEBRUARY 28, 2015  
AND  
INDEPENDENT AUDITORS' REPORTS**

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

**TABLE OF CONTENTS**

**FINANCIAL STATEMENTS**

|  | <b><u>Page(s)</u></b> |
|--|-----------------------|
| Independent Auditors' Report   | 1 - 2                 |
| Financial Statements:  |                       |
| Statements of Financial Position   | 3                     |
| Statement of Activities  | 4                     |
| Statements of Cash Flows   | 5                     |
| Statement of Functional Expenses   | 6                     |
| Notes to Financial Statements  | 7 - 14                |
| Supplementary Information:   |                       |
| Schedule of Expenditures of Federal Awards   | 15 - 16               |
| Note to Schedule of Expenditures of Federal Awards   | 17                    |
| 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 | 18 - 19               |
| Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance required by the Uniform Guidance   | 20 - 21               |
| Schedule of Findings and Questioned Costs  | 22 - 23               |
| Supplementary Information:   |                       |
| Schedules of Revenues and Expenditures   | 24 - 30               |
| Schedule of Refundable Advance   | 31                    |

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 29, 2016 and February 28, 2015, and the related statements of cash flows for the years then ended and the statements of activities and functional expenses and the related notes to the financial statements for the year ended February 29, 2016.

### **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 29, 2016 and February 28, 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 29, 2016 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 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 2, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2015, is consistent, in all material respects, with the audited financial statements from which it has been 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 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 October 25, 2016, 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.

*Leanne McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
October 25, 2016

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

**STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 29, 2016 AND FEBRUARY 28, 2015**

|   | <b><u>2016</u></b>  | <b><u>2015</u></b>  |
|---|---------------------|---------------------|
| <b><u>ASSETS</u></b>                            |                     |                     |
| <b>CURRENT ASSETS</b>                           |                     |                     |
| Cash  | \$ 1,123,997        | \$ 663,946          |
| Accounts receivable                             | 2,643,755           | 2,905,020           |
| Inventory                                       | 29,923              | 33,442              |
| Prepaid expenses                                | <u>100,924</u>      | <u>188,546</u>      |
| Total current assets                            | <u>3,898,599</u>    | <u>3,790,954</u>    |
| <b>PROPERTY</b>                                 |                     |                     |
| Land, buildings and improvements                | 4,618,289           | 4,618,289           |
| Equipment, furniture and vehicles               | <u>5,942,708</u>    | <u>5,912,869</u>    |
| Total property                                  | 10,560,997          | 10,531,158          |
| Less accumulated depreciation                   | <u>(6,824,303)</u>  | <u>(6,515,032)</u>  |
| Property, net                                   | <u>3,736,694</u>    | <u>4,016,126</u>    |
| <b>OTHER ASSETS</b>                             |                     |                     |
| Investments                                     | 72,306              | 70,897              |
| Due from related party                          | <u>139,441</u>      | <u>139,441</u>      |
| Total other assets                              | <u>211,747</u>      | <u>210,338</u>      |
| <b>TOTAL ASSETS</b>                             | <u>\$ 7,847,040</u> | <u>\$ 8,017,418</u> |
| <b><u>LIABILITIES AND NET ASSETS</u></b>        |                     |                     |
| <b>CURRENT LIABILITIES</b>                      |                     |                     |
| Current portion of notes payable                | \$ 154,380          | \$ 145,551          |
| Accounts payable                                | 1,182,814           | 1,629,667           |
| Accrued expenses                                | 973,674             | 993,053             |
| Refundable advances                             | <u>1,122,035</u>    | <u>916,503</u>      |
| Total current liabilities                       | 3,432,903           | 3,684,774           |
| <b>LONG TERM LIABILITIES</b>                    |                     |                     |
| Notes payable, less current portion shown above | <u>1,312,780</u>    | <u>1,465,279</u>    |
| Total liabilities                               | <u>4,745,683</u>    | <u>5,150,053</u>    |
| <b>NET ASSETS</b>                               |                     |                     |
| Unrestricted                                    | 2,485,093           | 2,317,222           |
| Temporarily restricted                          | <u>616,264</u>      | <u>550,143</u>      |
| Total net assets                                | <u>3,101,357</u>    | <u>2,867,365</u>    |
| <b>TOTAL LIABILITIES AND NET ASSETS</b>         | <u>\$ 7,847,040</u> | <u>\$ 8,017,418</u> |

See Notes to Financial Statements

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

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 29, 2016  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2015**

|  | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>2016<br/>Total</u> | <u>2015<br/>Total</u> |
|--|---------------------|-----------------------------------|-----------------------|-----------------------|
| <b>REVENUES AND OTHER SUPPORT</b>                |                     |                                   |                       |                       |
| Grant awards                                     | \$ 16,076,420       |                                   | \$ 16,076,420         | \$ 16,673,978         |
| Other funds                                      | 2,297,902           | \$ 2,524,604                      | 4,822,506             | 5,752,912             |
| In-kind  | 906,423             |                                   | 906,423               | 848,954               |
| United Way                                       | 33,840              |                                   | 33,840                | 94,850                |
| Total revenues and other support                 | 19,314,585          | 2,524,604                         | 21,839,189            | 23,370,694            |
| <b>NET ASSETS RELEASED FROM<br/>RESTRICTIONS</b> | <u>2,458,483</u>    | <u>(2,458,483)</u>                |                       |                       |
| Total  | <u>21,773,068</u>   | <u>66,121</u>                     | <u>21,839,189</u>     | <u>23,370,694</u>     |
| <b>EXPENSES</b>                                  |                     |                                   |                       |                       |
| Salaries and wages                               | 8,035,121           |                                   | 8,035,121             | 8,177,739             |
| Payroll taxes and benefits                       | 2,120,907           |                                   | 2,120,907             | 2,186,454             |
| Travel   | 289,250             |                                   | 289,250               | 295,726               |
| Occupancy  | 1,162,923           |                                   | 1,162,923             | 1,297,227             |
| Program services                                 | 7,324,464           |                                   | 7,324,464             | 8,923,081             |
| Other costs                                      | 1,452,092           |                                   | 1,452,092             | 1,530,175             |
| Depreciation                                     | 314,017             |                                   | 314,017               | 415,224               |
| In-kind  | 906,423             |                                   | 906,423               | 848,954               |
| Total expenses                                   | <u>21,605,197</u>   |                                   | <u>21,605,197</u>     | <u>23,674,580</u>     |
| <b>CHANGE IN NET ASSETS</b>                      | 167,871             | 66,121                            | 233,992               | (303,886)             |
| <b>NET ASSETS, BEGINNING OF YEAR</b>             | <u>2,317,222</u>    | <u>550,143</u>                    | <u>2,867,365</u>      | <u>3,171,251</u>      |
| <b>NET ASSETS, END OF YEAR</b>                   | <u>\$ 2,485,093</u> | <u>\$ 616,264</u>                 | <u>\$ 3,101,357</u>   | <u>\$ 2,867,365</u>   |

See Notes to Financial Statements



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

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 29, 2016 AND FEBRUARY 28, 2015**

|  | <u>2016</u>         | <u>2015</u>       |
|--|---------------------|-------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>  |                     |                   |
| Change in net assets   | \$ 233,992          | \$ (303,886)      |
| Adjustments to reconcile change in net assets to<br>net cash provided by operating activities: |                     |                   |
| Depreciation   | 314,017             | 415,224           |
| (Gain) loss on sale of property  | 164                 | (22,350)          |
| Loss on investment   | -                   | 32,335            |
| (Increase) decrease in current assets:   |                     |                   |
| Accounts receivable  | 261,265             | (269,302)         |
| Prepaid expenses   | 87,622              | 11,059            |
| Inventory  | 3,519               | -                 |
| Increase (decrease) in current liabilities:  |                     |                   |
| Accounts payable   | (446,853)           | 50,908            |
| Accrued expenses   | (19,379)            | (127,249)         |
| Refundable advances  | 205,532             | 3,655             |
|  | <u>639,879</u>      | <u>(209,606)</u>  |
| <b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>                                     |                     |                   |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>  |                     |                   |
| Additions to property  | (34,749)            | (60,450)          |
| Investment in partnership  | (1,409)             | (8,793)           |
| Proceeds from sale of property   | -                   | 29,764            |
|  | <u>(36,158)</u>     | <u>(39,479)</u>   |
| <b>NET CASH USED IN INVESTING ACTIVITIES</b>   |                     |                   |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>  |                     |                   |
| Repayment of long term debt  | (143,670)           | (135,360)         |
|  | <u>(143,670)</u>    | <u>(135,360)</u>  |
| <b>NET CASH USED IN FINANCING ACTIVITIES</b>   |                     |                   |
| <b>NET INCREASE IN CASH</b>  | 460,051             | (384,445)         |
| <b>CASH BALANCE, BEGINNING OF YEAR</b>   | <u>663,946</u>      | <u>1,048,391</u>  |
| <b>CASH BALANCE, END OF YEAR</b>   | <u>\$ 1,123,997</u> | <u>\$ 663,946</u> |
| <b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>                                       |                     |                   |
| Cash paid during the year for interest   | <u>\$ 121,170</u>   | <u>\$ 139,724</u> |

See Notes to Financial Statements

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

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 29, 2016  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2015**

|                                       | <u>Program</u>       | <u>Management</u> | <u>2016<br/>Total</u> | <u>2015<br/>Total</u> |
|---------------------------------------|----------------------|-------------------|-----------------------|-----------------------|
| Salaries and wages                    | \$ 7,658,987         | \$ 376,134        | \$ 8,035,121          | \$ 8,177,739          |
| Payroll taxes and benefits            | 1,955,497            | 165,410           | 2,120,907             | 2,186,454             |
| Travel                                | 285,650              | 3,600             | 289,250               | 295,726               |
| Occupancy                             | 1,058,001            | 104,922           | 1,162,923             | 1,297,227             |
| Program Services                      | 7,324,464            | -                 | 7,324,464             | 8,923,081             |
| Other costs:                          |                      |                   |                       |                       |
| Accounting fees                       | 9,875                | 37,275            | 47,150                | 49,086                |
| Legal fees                            | 17,000               | 957               | 17,957                | 2,362                 |
| Supplies                              | 234,077              | 25,544            | 259,621               | 247,832               |
| Postage and shipping                  | 57,119               | 1,153             | 58,272                | 60,580                |
| Equipment rental and maintenance      | 3,455                | 70                | 3,525                 | 4,282                 |
| Printing and publications             | 2,711                | 46                | 2,757                 | 5,021                 |
| Conferences, conventions and meetings | 20,726               | 10,206            | 30,932                | 12,834                |
| Interest                              | 114,722              | 6,448             | 121,170               | 139,724               |
| Insurance                             | 179,133              | 14,761            | 193,894               | 236,109               |
| Membership fees                       | 11,264               | 19,241            | 30,505                | 12,317                |
| Utility and maintenance               | 109                  | 51,455            | 51,564                | 58,556                |
| Other                                 | 610,199              | 24,546            | 634,745               | 701,472               |
| Depreciation                          | 313,047              | 970               | 314,017               | 415,224               |
| In kind                               | 906,423              | -                 | 906,423               | 848,954               |
| Total functional expenses             | <u>\$ 20,762,459</u> | <u>\$ 842,738</u> | <u>\$ 21,605,197</u>  | <u>\$ 23,674,580</u>  |

See Notes to Financial Statements

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

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

**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 29, 2016 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$616,264.

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, 2015, from which the summarized information was derived.

**Income Taxes**

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

Community Action Program Belknap – Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program Belknap – Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2012.

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 (2012 through 2015), 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 \$906,423 in donated facilities, services and supplies for the year ended February 29, 2016 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 \$511,159 for the year ended February 29, 2016.

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 \$390,584 for the year ended February 29, 2016.

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 \$4,680 for the year ended February 29, 2016.

### **Advertising**

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 29, 2016 amounted to \$24,277.

## **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 29, 2016. 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 \$1,122,035 as of February 29, 2016.

## **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 29, 2016 totaled \$258,117.

## **5. LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 29, 2016, the annual lease expense for the leased facilities was \$455,024.

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

| <u>Year Ended<br/>February 28</u> | <u>Amount</u>   |
|-----------------------------------|-----------------|
| 2017                              | \$33,355        |
| 2018                              | 16,631          |
| 2019                              | <u>4,923</u>    |
| Total                             | <u>\$54,909</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 \$401,279 at February 29, 2016.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 29, 2016) 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 29, 2016.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 29, 2016:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,002,930

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 29, 2016. 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. 359,440

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 85,472

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for the Franklin Community Services building. 19,318

Total 1,467,160  
 Less amounts due within one year 154,380

Long term portion \$ 1,312,780

The scheduled maturities of long term debt as of February 29, 2016 were as follows:

| <u>Year Ending<br/>February 28</u> | <u>Amount</u>       |
|------------------------------------|---------------------|
| 2017                               | \$ 154,380          |
| 2018                               | 163,753             |
| 2019                               | 173,709             |
| 2020                               | 184,280             |
| 2021                               | 195,505             |
| Thereafter                         | <u>595,533</u>      |
|                                    | <u>\$ 1,467,160</u> |

**9. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 29, 2016:

|                               |                     |
|-------------------------------|---------------------|
| Land                          | \$ 168,676          |
| Building and improvements     | 4,449,613           |
| Equipment and vehicles        | <u>5,942,708</u>    |
|                               | 10,560,997          |
| Less accumulated depreciation | <u>(6,824,303)</u>  |
| Property and equipment, net   | <u>\$ 3,736,694</u> |

Depreciation expense for the year ended February 29, 2016 was \$314,017.

**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 29, 2016. Monitoring has not indicated any discrepancies.

**11. CONCENTRATION OF RISK**

For the year ended February 29, 2016, approximately \$10,100,000 (46%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 29, 2016, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 29, 2016, there were no deposits in excess of the uninsured limits.

**12. TEMPORARILY RESTRICTED NET ASSETS**

At February 29, 2016, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

**Restricted Purpose**

|                          |                   |
|--------------------------|-------------------|
| Senior Center            | \$ 126,276        |
| Elder Services           | 264,748           |
| NH Rotary Food Challenge | 5,071             |
| Common Pantry            | 6,535             |
| Community Crisis         | 3,578             |
| Caring Fund              | 18,517            |
| Agency-FAP               | 26,458            |
| Agency-H/S               | 163,386           |
| FGP/SCP Assoc. Region 1  | 1,032             |
| Other Programs           | <u>663</u>        |
|                          | <u>\$ 616,264</u> |

**13. RELATED PARTY TRANSACTIONS**

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

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

There was \$139,441 due from CAPBMC Development Corporation at February 29, 2016.



Community Action Program Belknap - Merrimack Counties, Inc. 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 29, 2016 was \$173,854.

**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 \$72,306 at February 29, 2016.

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 29, 2016, 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            | \$ 70,897        |
| Total gains (losses) - realized /unrealized | (2,153)          |
| Purchases                                   | <u>3,562</u>     |
| Ending Balance – mutual funds               | <u>\$ 72,306</u> |

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

**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. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 25, 2016, the date the financial statements were available to be issued.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2016**

| FEDERAL GRANTOR/<br>PROGRAM TITLE                         | CFDA<br>NUMBER | PASS<br>THROUGH<br>GRANTOR<br>NUMBER | EXPENDITURES      |
|---|----------------|--------------------------------------|-------------------|
| <b><u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u></b>  |                |                                      |                   |
| Head Start  | 93.600         | N/A                                  | \$ 3,673,177      |
| <b>Through State of New Hampshire</b>                     |                |                                      |                   |
| Weatherization-HRRP                                       | 93.568         |                                      | 78,525            |
| Fuel Assistance   | 93.568         | 611001                               | 3,299,050         |
| Community Services Block Grant                            | 93.569         | 610155                               | 475,127           |
| Community Services Block Grant - Discretionary            | 93.570         | 610155                               | 47,385            |
| Title XX - Block Grant                                    | 93.667         | 410338                               | 275,567           |
| Family Planning   | 93.217         | 610237                               | 94,137            |
| Family Planning   | 93.558         | 610237                               | 36,500            |
| Family Planning   | 93.940         | 610237                               | 5,594             |
| Home Visiting   | 93.505         | Unknown                              | 71,559            |
| Prenatal  | 93.994         | 520243                               | 24,533            |
| Merrimack County Service Link Program                     | 93.324         | Unknown                              | 20,656            |
| Merrimack County Service Link Program                     | 93.052         | Unknown                              | 3,841             |
| Merrimack County Service Link Program                     | 93.667         | Unknown                              | 84,676            |
| Merrimack County Service Link Program                     | 93.048         | Unknown                              | 95,859            |
| Merrimack County Service Link Program                     | 93.517         | Unknown                              | 37,217            |
| Merrimack County Service Link Program                     | 93.778         | Unknown                              | 710               |
| <b>Aging Cluster</b>                                      |                |                                      |                   |
| Elder Services/NSIP                                       | 93.053         | 410338                               | 223,926           |
| Fuel Assistance-SEAS                                      | 93.044         | 611001                               | 7,533             |
| Title III Part C  | 93.045         | 410338                               | 589,857           |
| Title III Part B Rural Transportation                     | 93.044         | 410338                               | 101,096           |
| <b>Total Aging Cluster</b>                                |                |                                      | <u>922,412</u>    |
| <b>Child Care and Development Fund Cluster</b>            |                |                                      |                   |
| Head Start - Child Care                                   | 93.596         | Unknown                              | 414,808           |
| Head Start - Child Care                                   | 93.575         | Unknown                              | 142,742           |
| <b>Total Child Care and Development Fund Cluster</b>      |                |                                      | <u>557,550</u>    |
| <b>Through Southern New Hampshire Services</b>            |                |                                      |                   |
| Workplace Success   | 93.558         | Unknown                              | <u>231,336</u>    |
| <b>Through Lakes Region Partnership for Public Health</b> |                |                                      |                   |
| Marketplace Assister Services                             | 93.525         | Unknown                              | <u>35,886</u>     |
| <b>Through Gateways Community Services</b>                |                |                                      |                   |
| Veterans Independent Program                              | 93.778         | Unknown                              | <u>308</u>        |
| <b>Through Easter Seals NH, Inc.</b>                      |                |                                      |                   |
| Veterans Partnership                                      | 93.778         | Unknown                              | <u>12,468</u>     |
|   |                |                                      | <u>10,084,073</u> |
| <b><u>US DEPARTMENT OF AGRICULTURE</u></b>                |                |                                      |                   |
| <b>Through State of New Hampshire</b>                     |                |                                      |                   |
| WIC   | 10.557         | 611080                               | 782,975           |
| Senior Farmers Market                                     | 10.576         | Unknown                              | 84,172            |
| CACF Head Start/USDA                                      | 10.558         | Unknown                              | 219,409           |
| Summer Food-USDA  | 10.559         | Unknown                              | 152,364           |
| <b>Food Distribution Cluster</b>                          |                |                                      |                   |
| CSFP  | 10.565         | 611080                               | 770,857           |
| Surplus Food-TEFAP/Admin                                  | 10.568         | Unknown                              | 179,457           |
| Surplus Food-TEFAP  | 10.569         | Unknown                              | 1,479,922         |
| <b>Total Food Distribution Cluster</b>                    |                |                                      | <u>2,430,236</u>  |
| <b>Through Rural Development</b>                          |                |                                      |                   |
| Housing Preservation                                      | 10.433         | Unknown                              | <u>19,558</u>     |
|   |                |                                      | <u>3,688,714</u>  |
| <b><u>CORPORATION FOR NATIONAL SERVICES</u></b>           |                |                                      |                   |
| Senior Companion  | 94.016         | N/A                                  | <u>311,683</u>    |

**US DEPARTMENT OF TRANSPORTATION****Through State of New Hampshire**

|                              |        |         |                |
|------------------------------|--------|---------|----------------|
| Concord Area Transit         | 20.509 | Unknown | 544,280        |
| Winnepesaukee Transit System | 20.509 | 68022   | <u>55,764</u>  |
|                              |        |         | <u>600,044</u> |

**Transportation Cluster**

|                                     |        |         |                      |
|-------------------------------------|--------|---------|----------------------|
| Concord Area Transit-New Freedom    | 20.521 | Unknown | 8,399                |
| Concord Area Transit                | 20.513 | Unknown | 20,054               |
| Winnepesaukee Transit System        | 20.521 | Unknown | <u>3,687</u>         |
| <b>Total Transportation Cluster</b> |        |         | <u><u>32,140</u></u> |

**Through County of Merrimack**

|                          |        |         |                |
|--------------------------|--------|---------|----------------|
| Rural Transportation     | 20.513 | Unknown | 36,327         |
| Volunteer Driver Program | 20.513 | Unknown | <u>76,982</u>  |
|                          |        |         | <u>113,309</u> |

745,493**US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT****Through State of New Hampshire**

|                             |        |         |               |
|-----------------------------|--------|---------|---------------|
| Outreach Program            | 14.235 | Unknown | 85,078        |
| Homeless Prevention         | 14.235 | Unknown | 17,433        |
| Supportive Housing Services | 14.235 | Unknown | <u>71,399</u> |
|                             |        |         | 173,910       |

**Through National Center for Healthy Housing**

|               |        |         |              |
|---------------|--------|---------|--------------|
| Radon Program | 14.906 | Unknown | <u>2,645</u> |
|---------------|--------|---------|--------------|

176,555**US DEPARTMENT OF ENERGY****Through State of New Hampshire**

|                |        |        |                |
|----------------|--------|--------|----------------|
| Weatherization | 81.042 | 551896 | <u>207,222</u> |
|----------------|--------|--------|----------------|

**US DEPARTMENT OF LABOR****Through State of New Hampshire**

|                                     |        |        |                |
|-------------------------------------|--------|--------|----------------|
| Senior Community Service Employment | 17.235 | 610063 | <u>420,038</u> |
|-------------------------------------|--------|--------|----------------|

**Through Southern New Hampshire Services****WIA Cluster**

|                               |        |         |                |
|-------------------------------|--------|---------|----------------|
| WIA-Adult Program             | 17.258 | Unknown | 95,082         |
| WIA-Dislocated Worker Program | 17.260 | Unknown | <u>103,788</u> |
| <b>Total WIA Cluster</b>      |        |         | <u>198,870</u> |

618,908**TOTAL AWARDS EXPENDED**\$ 15,832,648

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED FEBRUARY 29, 2016**

**NOTE 1**      **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 29, 2016. 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. Pass-through entity identifying numbers are presented where available.

**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 29, 2016, 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 October 25, 2016.

**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 the 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.

*Leane McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
October 25, 2016

**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 Belknep-Merrimack Counties, Inc.  
Concord, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Community Action Program Belknep-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 Belknep-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2016. Community Action Program Belknep-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 Belknep-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 Belknep-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 Belknep-Merrimack Counties, Inc.'s compliance.

**Opinion on Each Major Federal Program**

In our opinion, Community Action Program Belknep-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 29, 2016.



**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  
October 25, 2016

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

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with GAAP.
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*.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., were disclosed during the audit.
4. No significant deficiencies to the audit of the 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*.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-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:
  - 93.568 Low-Income Home Energy Assistance
  - 93.044 Special Programs for the Aging - Title III, Part B - Grant for Supportive Services and Senior Citizens
  - 93.045 Special Programs for the Aging - Title III, Part C - Nutrition Services
  - 93.053 Nutrition Services Incentive Program
  - Enhanced Mobility of Seniors and Individuals With Disabilities
  - 93.569 Community Services Block Grant
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT**

None

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES  
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568  
FOR THE YEAR ENDED FEBRUARY 29, 2016

|                             | <u>Grant Period</u><br><u>10/1/14-9/30/15</u> | <u>Grant Period</u><br><u>10/1/15-9/30/16</u> | <u>Total</u>        |
|-----------------------------|---|---|---------------------|
| <b>Revenues</b>             |   |   |                     |
| Division of Human Resources | \$ 739,855                                    | \$ 2,559,195                                  | \$ 3,299,050        |
| Other                       | <u>130,850</u>                                | <u>-</u>                                      | <u>130,850</u>      |
|                             | <u>\$ 870,705</u>                             | <u>\$ 2,559,195</u>                           | <u>\$ 3,429,900</u> |
| <b>Expenditures</b>         |   |   |                     |
| Personnel                   | \$ 210,966                                    | \$ 184,298                                    | \$ 395,264          |
| Fringe benefits             | 31,155  | 29,580  | 60,735              |
| Travel                      | 3,697   | 1,939   | 5,636               |
| Occupancy                   | 28,234  | 20,344  | 48,578              |
| Direct program costs        | 563,961                                       | 2,294,023                                     | 2,857,984           |
| Other costs                 | <u>32,692</u>                                 | <u>29,011</u>                                 | <u>61,703</u>       |
|                             | <u>\$ 870,705</u>                             | <u>\$ 2,559,195</u>                           | <u>\$ 3,429,900</u> |

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

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

|                                   | <u>Grant Period</u><br><u>7/1/14 - 6/30/15</u> | <u>Grant Period</u><br><u>7/1/15 - 6/30/16</u> | <u>Total</u>      |
|-----------------------------------|--|--|-------------------|
| <b>Revenues</b>                   |  |  |                   |
| Corporation for National Services | \$ 90,892                                      | \$ 220,791                                     | \$ 311,683        |
| <b>Expenditures</b>               |  |  |                   |
| Personnel                         | \$ 93,539                                      | \$ 158,882                                     | \$ 252,421        |
| Fringe benefits                   | (15,937)                                       | 13,461   | (2,476)           |
| Travel                            | 11,480   | 43,730   | 55,210            |
| Other costs                       | 1,810  | 4,718  | 6,528             |
|                                   | <u>\$ 90,892</u>                               | <u>\$ 220,791</u>                              | <u>\$ 311,683</u> |

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

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE HEAD START PROGRAM - CFDA 93.600  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

|  | <u>Grant Period</u><br><u>1/1/15-12/31/15</u> | <u>Grant Period</u><br><u>1/1/16-12/31/16</u> | <u>Total</u>        |
|--|---|---|---------------------|
| <b>Revenues</b>                              |   |   |                     |
| U.S. Department of Health and Human Services | \$ 3,011,938                                  | \$ 661,239                                    | \$ 3,673,177        |
| In-Kind                                      | 1,066,491                                     | 165,870                                       | 1,232,361           |
| Other  | <u>221,312</u>                                | <u>-</u>                                      | <u>221,312</u>      |
|  | <u>\$ 4,299,741</u>                           | <u>\$ 827,109</u>                             | <u>\$ 5,126,850</u> |
| <br>   |   |   |                     |
| <b>Expenditures</b>                          |   |   |                     |
| Personnel                                    | \$ 2,073,046                                  | \$ 446,964                                    | \$ 2,520,010        |
| Fringe benefits                              | 368,202                                       | 60,564  | 428,766             |
| Travel                                       | 38,481  | 6,335   | 44,816              |
| In-Kind                                      | 1,066,491                                     | 165,870                                       | 1,232,361           |
| Other costs                                  | <u>753,197</u>                                | <u>147,376</u>                                | <u>900,573</u>      |
|  | <u>\$ 4,299,417</u>                           | <u>\$ 827,109</u>                             | <u>\$ 5,126,526</u> |

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

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -  
CFDA 93.045, 93.667 and 93.053  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

|  | <u>Grant Period</u><br><u>7/1/14 - 6/30/15</u> | <u>Grant Period</u><br><u>7/1/15 - 6/30/16</u> | <u>Total</u>        |
|--|--|--|---------------------|
| <b>Revenues</b>                            |  |  |                     |
| NH Department of Health and Human Services |  |  |                     |
| Title XX                                   | \$ 149,609                                     | \$ 344,025                                     | \$ 493,634          |
| Title III Part C                           | 324,937  | 674,266  | 999,203             |
| NH Department of Health and Human Services | 127,461  | 96,465   | 223,926             |
| Other                                      | <u>193,086</u>                                 | <u>466,090</u>                                 | <u>659,176</u>      |
|  | <u>\$ 795,093</u>                              | <u>\$ 1,580,846</u>                            | <u>\$ 2,375,939</u> |
| <b>Expenditures</b>                        |  |  |                     |
| Personnel                                  | \$ 360,629                                     | \$ 697,342                                     | \$ 1,057,971        |
| Fringe benefits                            | 55,105   | 89,978   | 145,083             |
| Occupancy                                  | 51,312   | 100,772  | 152,084             |
| Travel                                     | 43,660   | 83,198   | 126,858             |
| Other costs                                | <u>284,060</u>                                 | <u>541,996</u>                                 | <u>826,056</u>      |
|  | <u>\$ 794,766</u>                              | <u>\$ 1,513,286</u>                            | <u>\$ 2,308,052</u> |

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

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE ELECTRIC ASSISTANCE PROGRAM  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

|                     | <b><u>Grant Period</u></b><br><b><u>10/1/14-9/30/15</u></b> | <b><u>Grant Period</u></b><br><b><u>10/1/15-9/30/16</u></b> | <b><u>Total</u></b>        |
|---------------------|---|---|----------------------------|
| <b>Revenues</b>     | <b><u>\$ 895,090</u></b>                                    | <b><u>\$ 1,073,095</u></b>                                  | <b><u>\$ 1,968,185</u></b> |
| <b>Expenditures</b> |   |   |                            |
| Personnel           | \$ 161,645  | \$ 124,688  | \$ 286,333                 |
| Fringe benefits     | 28,892  | 21,246  | 50,138                     |
| Travel              | 3,723   | 1,825   | 5,548                      |
| Occupancy           | 5,923   | 6,266   | 12,189                     |
| Other costs         | <u>694,756</u>  | <u>919,419</u>  | <u>1,614,175</u>           |
|                     | <b><u>\$ 894,939</u></b>                                    | <b><u>\$ 1,073,444</u></b>                                  | <b><u>\$ 1,968,383</u></b> |



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

**SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM**  
**FOR THE YEAR ENDED FEBRUARY 29, 2016**

|   | <u>Revenues</u> | <u>Expenditures</u> |
|---|-----------------|---------------------|
| Twin River Community Corp (055 & 056)               | 58,571          | 43,224              |
| Cottage Hotel (066 & 067)                           | 22,115          | 10,859              |
| Sandy Ledge (095 & 096)                             | 9,815           | 24,291              |
| Ozanam (106 & 107)                                  | 20,461          | 17,685              |
| Food Pantry (131)                                   | 20,997          | 3,134               |
| Senior Center Program (138)                         | 21,625          | 15,841              |
| Franklin Intergenerational (186 & 187)              | 195             | 40                  |
| Senior Companion Program - Non Federal (225 & 226)  | 87,265          | 58,348              |
| Senior Companion Program - State (235 & 236)        | 32,974          | 32,974              |
| Franklin Community Services (295 & 296)             | 47,710          | 21,512              |
| Head Start - Childcare (355 & 356)                  | 283,120         | 179,107             |
| Lakes Region Family Center (385 & 386)              | 159,631         | 159,631             |
| REIP (402)  | -               | 781                 |
| NH Modular Ramp (434 & 435)                         | 29,455          | 21,102              |
| New Hampshire Housing Guarantee Program (495 & 496) | 210,288         | 210,288             |
| Core Program (505 & 506)                            | 652,244         | 580,799             |
| Common Pantry (555 & 556)                           | 101             | 171                 |
| Software Program - FAP/EAP (583)                    | -               | 581                 |
| Oral Health WIC (600)                               | 15,644          | 2,496               |
| Epsom Elderly Housing (645 & 646)                   | 74,917          | 74,917              |

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

**SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM**  
**FOR THE YEAR ENDED FEBRUARY 29, 2016**

|                                     | <u>Revenues</u> | <u>Expenditures</u> |
|-------------------------------------|-----------------|---------------------|
| Belmont Housing (655 & 656)         | \$ 70,769       | \$ 70,769           |
| Alton Housing (665 & 666)           | 57,322          | 57,322              |
| Kearsarge Housing (675 & 676)       | 64,306          | 64,306              |
| Riverside Housing (685 & 686)       | 65,802          | 65,802              |
| Pembroke Housing (700 & 701)        | 66,100          | 66,663              |
| Homeless Revolving Loan (728)       | 3,300           | 3,300               |
| Area Centers (765 & 766)            | 114,584         | 248,410             |
| THE FIXIT Program (835 & 836)       | -               | 3,410               |
| Loan Guarantee Program (847)        | 48,250          | 48,250              |
| MC Loan Guarantee Program (848)     | 2,205           | 2,205               |
| The Caring Fund (865 & 866)         | 7,971           | 2,144               |
| FGP/SCP Association Region 1 (875)  | 825             | 976                 |
| Agency WIC/CSFP (883)               | -               | 12,465              |
| Newbury Elderly Housing (884 & 885) | 48,484          | 31,875              |
| Agency Account (911 & 980)          | 89,212          | -                   |
| Agency Account FAP (922)            | 112,345         | 98,057              |
| Agency Account SCP (934 & 935)      | 1,024           | 4,585               |
| H/S Agency (945 & 946)              | 30,028          | 22,838              |
| Agency FP/PN (963)                  | -               | 8,774               |
| Fundraising (976)                   | 107             | 107                 |
| Agency Development Fund (981)       | -               | 82,833              |
| Agency Horseshoe Pond Place (996)   | 847             | 847                 |

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

**SCHEDULE OF REFUNDABLE ADVANCES  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

| <b><u>FUND #</u></b> | <b><u>FUND NAME</u></b>                         | <b><u>HHS PROGRAM CFDA#</u></b>                       | <b><u>AMOUNT</u></b>       |
|----------------------|---|---|----------------------------|
| 127                  | EAP - Lead Agency                               |   | 18,204                     |
| 147                  | Merrimack County Service Link                   | 93.778  | 63,916                     |
| 158                  | Merrimack County Service Link                   | 93.778 (deferred amount is not federal)               | 1,847                      |
| 166                  | Elder Services                                  | 93.045,93.667,93.053 (deferred amount is not federal) | 1,613                      |
| 197                  | Electric Assistance Program                     |   | 49,915                     |
| 346                  | Head Start - USDA                               |   | 1,977                      |
| 496                  | NH Housing Guarantee Program                    |   | 130,213                    |
| 546                  | Summer Feeding                                  |   | 48,373                     |
| 576                  | Fuel Assistance Program                         | 93.568 (\$2,990 of deferred amount is not federal)    | 240,112                    |
| 595                  | Homeless Prevention                             |   | 236,375                    |
| 716                  | Concord Area Transit                            |   | 69,327                     |
| 728                  | Homeless Revolving Loan Fund - Belknap County   |   | 36,316                     |
| 729                  | Homeless Revolving Loan Fund - Merrimack County |   | 8,179                      |
| 766                  | Area Center Program                             |   | 1,476                      |
| 836                  | Fixit Program                                   |   | 72,879                     |
| 847                  | Loan Guarantee Program                          |   | 30                         |
| 857                  | New Start Program                               |   | 68,160                     |
| 883                  | Agency Account - WIC/CSFP                       |   | 208                        |
| 907                  | Community Services Block Grant                  | 93.569  | 72,913                     |
| 922                  | Agency Account - FAP                            |   | 2                          |
|                      |   |   | <u>2</u>                   |
|                      |   |   | k                          |
|                      | <b>TOTAL</b>                                    |   | <b><u>\$ 1,122,035</u></b> |

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

**BOARD OF DIRECTORS**

---

Sara A. Lewko, *President*

Susan Koerber

*Vice President - Vacant*

Bill Johnson

Dennis Martino, *Secretary-Clerk*

David Siff

Kathy Goode, *Treasurer*

Christine Averill

Heather Brown

Donna Barnett

Nicolette Clark

Heidi Williams

Theresa M. Cromwell

Safiya Wazir

## RALPH LITTLEFIELD

### EDUCATION

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

### EMPLOYMENT

#### January 1980 – Present

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

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

#### June 1978 – January 1980

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

#### 1976 – June 1978

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

#### 1974 – 1975

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

#### 1974 – Head Counselor, Summer Neighborhood Youth Corps

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

June 1971 – General Services Director

## KATHRYN R. LAVIGNE

---

### WORK EXPERIENCE

- July 1993-Present      CHIEF ACCOUNTANT  
Community Action Program Belknap-Merrimack Counties, Inc.  
P.O. Box 1016, Concord, New Hampshire 03302-1016
- November 1992-  
June 1993              SENIOR ACCOUNTANT  
John Killion & Co., Concord, New Hampshire  
Responsible for compilations and reviews of commercial accounts, preparation of financial statements and tax returns. Auditing at junior level for nonprofit organizations. Preparation of weekly payrolls, quarterly payroll tax returns and year-end W-2's for service bureau accounts. Installation of accounting software. Set-up of clients chart of accounts and trial balance. Software used: Real World, Word Perfect, Cougar Mountain, Accountants Trial Balance, Fixed Assets Management and Tax Machine.
- January 1989-  
November 1992        OFFICE MANAGER  
Rudolph Electrical Co., Inc., Concord, New Hampshire  
Supervise staff of three. Responsible for implementing computerized accounting system. Handle all aspects of accounting, i.e. accounts receivable, accounts payable, payroll, general ledger and job cost. Responsible for preparation of weekly payroll, monthly financial statements and quarterly payroll tax returns. Collect overdue accounts.
- October 1979-  
September 1988        Rivco, Penacook, New Hampshire
- June 1986-  
September 1988        ACCOUNTING MANAGER  
Supervise staff of seven. Responsible for hiring, assigning, appraising performance and directing department personnel, including recommending compensation changes and promotions. Participant in audit preparation. Administrator of profit sharing plan and trip promotion program.
- August 1984-  
September 1988        CREDIT MANAGER  
Monitor all accounts and collect overdue accounts. Determine credit rating of prospective customers. Open accounts. Consult with lawyers, salesmen and sales manager. Represent company in court. Handle customer correspondence and telephone calls. Train and supervise credit personnel.
- October 1979-  
August 1984            ACCOUNTS RECEIVABLE CLERK  
Handle all aspects of accounts receivable and billing. Reconcile accounts. Prepare monthly sales reports and aged trial balance by customer and by salesmen.

### EDUCATION

- 1982-1989              Franklin Pierce College, Concord, New Hampshire  
Bachelor's Degree in Accounting and Business Management  
May 1989, Graduated Magna Cum Laude
- 1963-1967              Franklin High School, Franklin, New Hampshire  
Business-Secretarial, Graduated with high honors

### REFERENCES

Available upon request.

**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



**Kristina L. Thompson**

**EDUCATION:** SUNY Morrisville; Morrisville, New York  
-A.A.S. in Nutrition, May 1996  
-G.P.A. 3.5  
-American Dietetic Association approved practicum.  
450 supervised hours in long term care, hospital, and community nutrition.

Niagara University; Niagara, New York  
-B.S. in Travel and Tourism, May 1992

**WORK EXPERIENCE:**

- 03/11-current      Community Action Program Belknap-Merrimack Counties, Inc. Concord, N.H.  
**WIC/CSFP Program Manager, Nutritionist, CLC**  
- Responsible for the daily planning operations, coordination and management of WIC and Commodity Supplemental Food Programs.  
-Responsible for assisting in the development, implementation and coordination outreach and other activities for the programs.  
- Responsible for the day to day implementation of special projects including breastfeeding promotion, FIT WIC, Lead prevention, and other activities as the Director of Community Health and Nutrition Services sees fit.  
- Responsible for staff and clinic scheduling for the WIC and Commodity Supplemental Food Programs.  
- Attend State meetings.  
- Attend area coalition meetings.  
- Assist Director with the implementation and evaluation of the program nutrition objectives.  
- Provide nutritional counseling to individuals and families.
- 01/08-03/11      Community Action Program Belknap-Merrimack Counties, Inc. Concord, N.H.  
**WIC Nutritionist, Outreach Coordinator, CLC**  
- Providing nutritional counseling to individuals and families.  
- Assist with the certification of participants on the WIC program.  
- Develop and organize tri-monthly newsletters and bulletin boards.  
- Assist with implementation of special projects goals and objectives.  
-Coordinate and oversee the outreach component for WIC/CSFP/FMNP.
- 04/06-12/07      Southern N.H. Services, Manchester, N.H.  
**Nutrition Coordinator, WIC Program**  
- Plan and implement annual Nutrition Education Goals and Objectives.  
- Update job descriptions, hire staff and monitor performance, complete annual performance evaluations, provide job training.  
- Develop and implement program procedures and ensure coordination with all staff members.  
- Monitor quality of services to ensure program integrity.  
- Monitor medical supply budget and order supplies as needed.  
- Continue with all WIC Nutritionist/Lead Nutritionist duties stated below.

05/05-12/07 Southern N.H. Services, Manchester, N.H.  
**Breastfeeding Coordinator**  
- Responsible for overall WIC Breastfeeding staff.  
- Scheduling and day to day activities and procedures to ensure smooth delivery of the WIC program's Breastfeeding component.  
- Order and maintain breastfeeding supplies and inventories.  
- Act as liaison with state/local WIC, social service, lactation, and medical personnel.

02/98-04/06 Southern N.H. Services, Manchester, N.H.  
**Nashua Lead WIC Nutritionist**  
- Responsible for the overall flow and coordination of the Nashua site nutrition activities.  
- Represent WIC on the Nashua Health Department Lead Program committee.  
- Attend monthly Nashua Immunization Coalition meetings.  
- Assist with the certification of WIC clients.  
- Providing nutritional counseling to individual participants.  
- Design and provide nutritional education materials for participant.  
- Edit the WIC newsletter. (until state took over)

12/96-02/98 Southern N.H. Medical Center, Nashua, N.H.  
**Nutrition Service Coordinator**  
- Obtain nutritional assessment information to identify a level of nutritional risk for the patient.  
- Oversee patient tray-line to ensure accuracy and timely flow of meals.  
- Assist patients with meal selections and made any necessary corrections according to the diet prescribed.  
- Communicate with other medical staff to provide quality service to patients.

**TRAININGS:** Fit WIC, StarLINC, Lactation Counselor Certificate, 18 Hour Peer Counselor, Health Literacy and Plain Language Communication

# 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 2<sup>nd</sup> thru 12<sup>th</sup> 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**

UMASS Dining, Amherst, MA

Sept. 2011-May 2016

- 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**

UMASS Dining, Amherst, MA

Jan.-Dec. 2014

- 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**

School of Public Health and Health Sciences, Amherst, MA

Sept. 2013-May 2014

- 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**

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

May-Aug. 2013

- 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

## **Patricia Jeanette Pratt Schaible, Registered Dietitian**

jeanette.schaible@gmail.com

(207) 441-0071

P.O. Box 126

Nobleboro, Maine 04555

### **References:**

#### **Dianne Sutherland, RD, LDN**

UMass Dining Dietitian

-Address: Worcester Dining Commons, 3<sup>rd</sup> floor, 669 North Pleasant Street, Amherst, MA 01003

-Phone: (413) 545-2472

-E-mail: diannes@umass.edu

-Relationship to applicant: Former supervisor at UMass Dining, 5 years

#### **Deborah Holtorf, MPH, MSN, PNP**

Health Services Director

-Address: The Barton Center for Diabetes Education, Inc. PO Box 356, North Oxford, MA 01537

-Phone: (508) 987-2056 ex. 2010

-Email: deborah.holtorf@bartoncenter.org

-Relationship to applicant: Former supervisor at Camp Joslin, 3 years

#### **Jean Klepacki, RD, LDN, CDE**

Education Coordinator

-Address: Mercy Diabetes Education Center, 300 Stafford St Suite 253, Springfield, MA 01104

-Phone: (413) 748-7000 ex. 7174

-Email: Jean.klepacki@sphs.com

-Relationship to applicant: Community preceptor during dietetic internship, 1 year

#### **Judy Dowd, MA, RDN, LDN**

University of Massachusetts Amherst Dietetic Internship Director

-Address: Chenoweth Laboratory, 100 Holdsworth Way, Amherst, MA 01003

-Phone: (413) 262-2680

-Email: judyd@nutrition.umass.edu

-Relationship to applicant: Dietetic internship director, former professor, 5 years

#### **Peg Canal MS, RD, CDE**

Community Health Team

-Address: Brattleboro Memorial Hospital, 17 Belmont Ave, Brattleboro, VT 05301

-Phone: (802) 251-8601

-Email: pwittler@bmvht.org

-Relationship to applicant: Clinical preceptor during dietetic internship, 0.5 year

# JAMIE W. HUDDLESTON, IBCLC, RLC

## EDUCATION

*Keene State College, Keene, New Hampshire* *May 1998*  
**Bachelor of Science: Home Economics with specialization in Dietetics.**  
*Certification with International Board of Lactation Consultant Educators* *July 2006*

## WORK EXPERIENCE

*Nutritionist, Breastfeeding Coordinator* *August 2010- present*  
*Community Action Program, Belknap-Merrimack Counties, WIC & CSFP Program, Concord, New Hampshire*

### Nutritionist:

- Provide nutrition education and counseling to low-income women, infants and children.
- Perform diet assessments, and collect anthropometric data and hemoglobin levels.
- Complete nutrition risk assessment to ensure clients are eligible to receive WIC benefits.

### Breastfeeding Coordinator:

- Provide comprehensive breastfeeding promotion and support to mothers.
- Maintain electric breast pump rentals.
- Write breastfeeding newsletter article and develop coordinating bulletin board.
- Coordinate and supervise WIC Breastfeeding Peer Counselors.
  - Recruit potential Breastfeeding Peer Counselors from active WIC caseload.
  - Manage staff of 4-8 Breastfeeding Peer Counselors.
  - Provide guidance to Breastfeeding Peer Counselors on numerous breastfeeding topics.
  - Use “Loving Support Through Peer Counseling” curriculum to train new staff on breastfeeding best practices.

*Nutritionist, Program Manager, Breastfeeding Coordinator* *July 2002-August 2010*  
*York County Community Action WIC Program, Sanford, Maine*

### Nutritionist:

- Provide nutrition education and counseling to low-income women, infants and children.
- Perform diet assessments, and collect anthropometric data and hemoglobin levels.
- Complete nutrition risk assessment to ensure clients are eligible to receive WIC benefits.
- Coordinate provision of special infant formula to high risk babies.

### Office Manager:

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

### Breastfeeding Coordinator:

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

### VENA Committee Member:

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

### Nutrition Task Force Member:

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

*Nutritionist, Immunization Coordinator, WIC on Wheels Site Coordinator* *July 1998-July 2002*  
*Northern Essex WIC Program, Community Action, Inc. Haverhill, Massachusetts*

Nutritionist:

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

Immunization Coordinator:

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

WIC on Wheels Site Coordinator:

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

*Program Specialist, Intern* *Summer 1997*  
*United States Department of Agriculture, Food Stamp Program, Boston, Massachusetts*

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

**SPECIAL RECOGNITIONS**

- June 2012- Excellence Award from the NH Breastfeeding Task Force for outstanding efforts in breastfeeding promotion and support.
- June 2013- Appointed to the National WIC Association Local Agency Breastfeeding Committee.

Department of Health and Human Services

Community Action Program Belknap-Merrimack Counties, Inc.

WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs  
Amendment #4

Key Personnel

| <b>Name</b>       | <b>Job Title</b>                                  | <b>Salary</b> | <b>% Paid from this Contract</b> | <b>Amount Paid from this Contract</b> |
|-------------------|---|---------------|----------------------------------|---------------------------------------|
| Ralph Littlefield | Executive Director                                | \$140,639     | 0%                               | \$0.00                                |
| Kathy Lavigne     | Chief Accountant                                  | \$70,941      | 0%                               | \$0.00                                |
| Susan M. Wnuk     | Director, Community Health & Nutrition Services   | \$66,866      | 59.99%                           | \$40,113.82                           |
| Kristina Thompson | WIC/CSFP/BFPC Program Manager                     | \$48,672      | 100.00%                          | \$48,672.00                           |
| Jeanette Schaible | Nutrition Coordinator                             | \$48,262      | 100.00%                          | \$48,262.00                           |
| Jamie Huddleston  | Breastfeeding Peer Counseling Program Coordinator | \$42,393      | 100.00%                          | \$42,393.00                           |





Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting 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



4V 14

August 18, 2015

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

10/7/15 #14

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to amend existing agreements with the vendors listed below by increasing the price limitation by \$66,451 from \$13,205,552 to \$13,272,003 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, effective date of Governor and Executive Council approval with no change to the completion date of June 30, 2017. Governor and Executive Council approved the original request on May 13, 2013 (item #47, 48, 49), amended on June 18, 2014 (item #89), and amended on April 8, 2015 (item #25). 100% Federal Funds.

| Vendor   | Location        | Current Modified Budget | Total Increase  | Revised Modified Budget |
|--|-----------------|-------------------------|-----------------|-------------------------|
| Community Action Program of Belknap and Merrimack Counties, Inc. | Concord, NH     | \$3,928,128             | \$18,685        | \$3,946,813             |
| Goodwin Community Health   | Somersworth, NH | \$1,901,824             | \$4,827         | \$1,906,651             |
| Southern New Hampshire Services, Inc.                            | Manchester, NH  | \$6,010,130             | \$22,409        | \$6,032,539             |
| Southwestern Community Services, Inc.                            | Keene, NH       | \$1,365,470             | \$20,530        | \$1,386,000             |
| <b>Total:</b>  |                 | <b>\$13,205,552</b>     | <b>\$66,451</b> | <b>\$13,272,003</b>     |

Funds to support this request are available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017, pending legislative approval of the next biennial budget, 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.

**EXPLANATION**

The purpose of these amendments is to increase the price limitation, which will enable the agencies identified above to develop the necessary infrastructure needed for the continuation of statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

**EXPLANATION**

The purpose of this amendment is to increase the price limitation to provide statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

The Women, Infants and Children Program and the Commodity Supplemental Food Program have shown to be cost effective in improving the health and nutritional status of low income women, infants, children and seniors. National studies have shown that individuals who participate in the supplemental food programs have lower Medicaid costs for themselves and their children. Participation has also been linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and more regular medical care.

Federal regulations require that the Women, Infants and Children Program be provided statewide in order to reduce the barriers to receiving services.

Should the Governor and Executive Council not approve this request, women, infants, children and seniors 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 the Federal Funds become no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Marcella Jordan Bobinsky  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, WIC SUPPLEMENTAL NUTRITION PRG  
100% Federal Funds**

Community Action Program of Belknap and Merrimack Counties, Inc

Vendor #

177203 B003

PO # 1060585

| Fiscal Year | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003   | 380,450.00              | -                            | 380,450.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007   | 199,694.00              | -                            | 199,694.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022   | 40,087.00               | -                            | 40,087.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,761.00               | -                            | 56,761.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>992,453.00</b>       | <b>-</b>                     | <b>992,453.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003   | 382,296.00              | -                            | 382,296.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007   | 189,817.00              | -                            | 189,817.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022   | 36,730.00               | -                            | 36,730.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,561.00               | -                            | 56,561.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>980,865.00</b>       | <b>-</b>                     | <b>980,865.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001   | 43,530.00               | -                            | 43,530.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,787.00               | -                            | 35,787.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003   | 393,936.00              | -                            | 393,936.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004   | 224,349.00              | -                            | 224,349.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007   | 187,773.00              | -                            | 187,773.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022   | 36,730.00               | -                            | 36,730.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,800.00               | 2,000.00                     | 58,800.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>978,905.00</b>       | <b>2,000.00</b>              | <b>980,905.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001   | 43,530.00               | -                            | 43,530.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,787.00               | -                            | 35,787.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003   | 393,936.00              | -                            | 393,936.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004   | 224,349.00              | -                            | 224,349.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007   | 184,773.00              | -                            | 184,773.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022   | 36,730.00               | -                            | 36,730.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,800.00               | 2,000.00                     | 58,800.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>975,905.00</b>       | <b>2,000.00</b>              | <b>977,905.00</b>       |
|             |                 | <b>WIC Total:</b>      |            | <b>3,928,128.00</b>     | <b>4,000.00</b>              | <b>3,932,128.00</b>     |

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

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

| Fiscal Year | Class / Account | Class Title            | Job Number        | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001          | 57,235.00               | -                            | 57,235.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002          | 15,115.00               | -                            | 15,115.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003          | 252,288.00              | -                            | 252,288.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004          | 76,549.00               | -                            | 76,549.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022          | 24,119.00               | -                            | 24,119.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041          | 30,718.00               | -                            | 30,718.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>461,983.00</b>       | -                            | <b>461,983.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001          | 57,235.00               | -                            | 57,235.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002          | 15,115.00               | -                            | 15,115.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003          | 252,732.00              | -                            | 252,732.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004          | 76,549.00               | -                            | 76,549.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041          | 32,418.00               | -                            | 32,418.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>463,553.00</b>       | -                            | <b>463,553.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,731.00               | -                            | 50,731.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002          | 14,543.00               | -                            | 14,543.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003          | 282,023.00              | -                            | 282,023.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004          | 75,463.00               | -                            | 75,463.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041          | 35,880.00               | 2,000.00                     | 37,880.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>488,144.00</b>       | <b>2,000.00</b>              | <b>490,144.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,731.00               | -                            | 50,731.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002          | 14,543.00               | -                            | 14,543.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003          | 282,023.00              | -                            | 282,023.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004          | 75,463.00               | -                            | 75,463.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041          | 35,880.00               | 2,000.00                     | 37,880.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>488,144.00</b>       | <b>2,000.00</b>              | <b>490,144.00</b>       |
|             |                 |                        | <b>WIC Total:</b> | <b>1,901,824.00</b>     | <b>4,000.00</b>              | <b>1,905,824.00</b>     |

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

Southern New Hampshire Services, Inc

Vendor #

177198 B006

PO #

1031531

| Fiscal Year | Class / Account | Class Title            | Job Number        | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001          | 200,172.00              | -                            | 200,172.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002          | 68,694.00               | -                            | 68,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003          | 641,900.00              | -                            | 641,900.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004          | 255,848.00              | -                            | 255,848.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007          | 203,282.00              | -                            | 203,282.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022          | 61,694.00               | -                            | 61,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041          | 100,968.00              | -                            | 100,968.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,532,558.00</b>     | <b>-</b>                     | <b>1,532,558.00</b>     |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001          | 200,172.00              | -                            | 200,172.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002          | 68,694.00               | -                            | 68,694.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003          | 645,111.00              | -                            | 645,111.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004          | 255,848.00              | -                            | 255,848.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007          | 175,336.00              | -                            | 175,336.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               | -                            | 58,929.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041          | 104,168.00              | -                            | 104,168.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,508,258.00</b>     | <b>-</b>                     | <b>1,508,258.00</b>     |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001          | 209,727.00              | -                            | 209,727.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002          | 67,733.00               | -                            | 67,733.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003          | 630,698.00              | -                            | 630,698.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004          | 257,642.00              | -                            | 257,642.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007          | 165,589.00              | -                            | 165,589.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               | -                            | 58,929.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041          | 101,534.00              | 2,000.00                     | 103,534.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,491,852.00</b>     | <b>2,000.00</b>              | <b>1,493,852.00</b>     |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001          | 209,727.00              | -                            | 209,727.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002          | 67,733.00               | -                            | 67,733.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003          | 630,698.00              | -                            | 630,698.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004          | 257,642.00              | -                            | 257,642.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007          | 151,199.00              | -                            | 151,199.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               | -                            | 58,929.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041          | 101,534.00              | 2,000.00                     | 103,534.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,477,462.00</b>     | <b>2,000.00</b>              | <b>1,479,462.00</b>     |
|             |                 |                        | <b>WIC Total:</b> | <b>6,010,130.00</b>     | <b>4,000.00</b>              | <b>6,014,130.00</b>     |

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

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

| Fiscal Year | Class / Account | Class Title            | Job Number                         | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|------------------------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001                           | 41,212.00               | -                            | 41,212.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002                           | 9,827.00                | -                            | 9,827.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003                           | 169,615.00              | -                            | 169,615.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004                           | 64,772.00               | -                            | 64,772.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,912.00               | -                            | 15,912.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041                           | 22,763.00               | -                            | 22,763.00               |
|             |                 | <b>Sub-Total</b>       |                                    | <b>329,062.00</b>       | <b>-</b>                     | <b>329,062.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001                           | 41,212.00               | -                            | 41,212.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002                           | 9,827.00                | -                            | 9,827.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003                           | 171,317.00              | -                            | 171,317.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004                           | 64,772.00               | -                            | 64,772.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041                           | 36,563.00               | -                            | 36,563.00               |
|             |                 | <b>Sub-Total</b>       |                                    | <b>343,990.00</b>       | <b>-</b>                     | <b>343,990.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001                           | 42,283.00               | -                            | 42,283.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002                           | 8,034.00                | -                            | 8,034.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003                           | 188,057.00              | -                            | 188,057.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004                           | 59,184.00               | -                            | 59,184.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041                           | 30,352.00               | 2,000.00                     | 32,352.00               |
|             |                 | <b>Sub-Total</b>       |                                    | <b>348,209.00</b>       | <b>2,000.00</b>              | <b>350,209.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001                           | 42,283.00               | -                            | 42,283.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002                           | 8,034.00                | -                            | 8,034.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003                           | 188,057.00              | -                            | 188,057.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004                           | 59,184.00               | -                            | 59,184.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041                           | 26,352.00               | 2,000.00                     | 28,352.00               |
|             |                 | <b>Sub-Total</b>       |                                    | <b>344,209.00</b>       | <b>2,000.00</b>              | <b>346,209.00</b>       |
|             |                 |                        | <b>WIC Total:</b>                  | <b>1,365,470.00</b>     | <b>4,000.00</b>              | <b>1,369,470.00</b>     |
|             |                 |                        | <b>Total WIC for All Agencies:</b> | <b>13,205,552.00</b>    | <b>16,000.00</b>             | <b>13,221,552.00</b>    |

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

**05-95-90-902010-6048 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC INFRASTRUCTURE**  
**100% Federal Funds**

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

| Fiscal Year                  | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|------------------------------|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060   | -                       | 10,828.00                    | 10,828.00               |
|                              |                 | <b>Sub-Total</b>       |            | -                       | <b>10,828.00</b>             | <b>10,828.00</b>        |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060   | -                       | 3,857.00                     | 3,857.00                |
|                              |                 | <b>Sub-Total</b>       |            | -                       | <b>3,857.00</b>              | <b>3,857.00</b>         |
| <b>Infrastructure Total:</b> |                 |                        |            | -                       | <b>14,685.00</b>             | <b>14,685.00</b>        |

Goodwin Community Health Vendor # 154703 B001 PO # 1017160

| Fiscal Year                  | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|------------------------------|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060   | -                       | 827.00                       | 827.00                  |
|                              |                 | <b>Sub-Total</b>       |            | -                       | <b>827.00</b>                | <b>827.00</b>           |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060   | -                       | -                            | -                       |
|                              |                 | <b>Sub-Total</b>       |            | -                       | <b>-</b>                     | <b>-</b>                |
| <b>Infrastructure Total:</b> |                 |                        |            | -                       | <b>827.00</b>                | <b>827.00</b>           |

Southern New Hampshire Services, Inc Vendor # 177198 B006 PO # 1031531

| Fiscal Year                  | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|------------------------------|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060   | -                       | 14,552.00                    | 14,552.00               |
|                              |                 | <b>Sub-Total</b>       |            | -                       | <b>14,552.00</b>             | <b>14,552.00</b>        |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060   | -                       | 3,857.00                     | 3,857.00                |
|                              |                 | <b>Sub-Total</b>       |            | -                       | <b>3,857.00</b>              | <b>3,857.00</b>         |
| <b>Infrastructure Total:</b> |                 |                        |            | -                       | <b>18,409.00</b>             | <b>18,409.00</b>        |

Southwestern Community Services, Vendor # 0 Vendor # 0 PO # 0

| Fiscal Year                                  | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|--|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                                     | 102-500734      | Contracts for Prog Svc | 90006060   | -                       | -                            | -                       |
|  |                 | <b>Sub-Total</b>       |            | -                       | <b>-</b>                     | <b>-</b>                |
| SFY 2017                                     | 102-500734      | Contracts for Prog Svc | 90006060   | -                       | 16,530.00                    | 16,530.00               |
|  |                 | <b>Sub-Total</b>       |            | -                       | <b>16,530.00</b>             | <b>16,530.00</b>        |
| <b>Infrastructure Total:</b>                 |                 |                        |            | -                       | <b>16,530.00</b>             | <b>16,530.00</b>        |
| <b>Total Infrastructure for ALL Agencies</b> |                 |                        |            | -                       | <b>50,451.00</b>             | <b>50,451.00</b>        |

**FISCAL DETAILS SUMMARY CHANGES FOR ALL FUNDING SOURCES**

| Fiscal Year | Class / Account | Class Title            | Appropriation Code   | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|----------------------|-------------------------|------------------------------|-------------------------|
| 2014        | 102-500734      | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,316,056.00            | 0                            | 3,316,056.00            |
| 2015        | 102-500734      | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,296,666.00            | 0                            | 3,296,666.00            |

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

|                       |            |                        |                      |                      |                  |                      |
|-----------------------|------------|------------------------|----------------------|----------------------|------------------|----------------------|
| 2016                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,307,110.00         | 8,000            | 3,315,110.00         |
| 2017                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,285,720.00         | 8,000            | 3,293,720.00         |
| 2016                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | -                    | 26,207           | 26,207.00            |
| 2017                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | -                    | 24,244           | 24,244.00            |
| <b>Contract Total</b> |            |                        |                      | <b>13,205,552.00</b> | <b>66,451.00</b> | <b>13,272,003.00</b> |





**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 3rd Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #3") dated this, July 27, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program of Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, PO Box 1016, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #48), amended June 18, 2014 (item #89) and amended April 8, 2015 (item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$3,946,813
2. Standard Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Paragraph 1, to read:  
This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Health and Human Services, U.S. Department of Agriculture, Food and Nutrition Service, Supplemental Nutrition Program for Women, Infants, and Children and #10.565 U.S. Department of Health and Human Services, U.S. Department of Agriculture, Community Supplemental Food Program 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.
3. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:  
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015 (Exhibit B-1, Amendment #2) and SFY 2016 and SFY 2017 budgets (Exhibits B-1, Amendment #3)
4. Delete Exhibit B-1, Amendment #2, SFY 2016 and SFY 2017 and replace with Exhibit B-1, Amendment #3, SFY 2016 and SFY 2017

R-E  
8/11/15



**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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,

8/26/15  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
NAME Brook S. Dyer  
TITLE Bureau Chief

Community Action Program  
Belknap-Merrimack Counties, Inc.

8/11/2015  
Date

[Signature]  
NAME Ralph Littlefield  
TITLE Executive Director

**Acknowledgement:**

State of New Hampshire, County of Merrimack on 8/11/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

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

[Handwritten initials]  
8/11/15

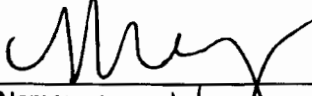
**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**



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

OFFICE OF THE ATTORNEY GENERAL

9/13/15  
Date

  
Name: Megan A. Gaudin  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

*R-Q*  
*8/11/15*

Appendix C

5260

Exhibit B-1, Amendment #3, SFY 2016

New Hampshire Department of Health and Human Services

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

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

Budget Period: SFY 2016

| Line Item                               | Direct Incremental   | Indirect Fixed      | Total                | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages                   | \$ 546,501.00        | \$ 26,259.00        | \$ 572,760.00        |   |
| 2. Employee Benefits                    | \$ 161,393.00        | \$ 5,496.00         | \$ 166,889.00        |   |
| 3. Consultants                          | \$ -                 | \$ -                | \$ -                 |   |
| 4. Equipment:                           | \$ -                 | \$ -                | \$ -                 |   |
| Rental                                  | \$ -                 | \$ -                | \$ -                 |   |
| Repair and Maintenance                  | \$ 1,900.00          | \$ -                | \$ 1,900.00          |   |
| Purchase/Depreciation                   | \$ 400.00            | \$ -                | \$ 400.00            |   |
| 5. Supplies:                            | \$ -                 | \$ -                | \$ -                 |   |
| Educational                             | \$ 250.00            | \$ -                | \$ 250.00            |   |
| Lab                                     | \$ 5,040.00          | \$ -                | \$ 5,040.00          |   |
| Pharmacy                                | \$ -                 | \$ -                | \$ -                 |   |
| Medical                                 | \$ 2,810.00          | \$ -                | \$ 2,810.00          |   |
| Office                                  | \$ 24,065.00         | \$ 1,125.00         | \$ 25,190.00         |   |
| 6. Travel                               | \$ 41,680.00         |                     | \$ 41,680.00         |   |
| NSA for NWA Travel                      | \$ 2,000.00          |                     | \$ 2,000.00          |   |
| 7. Occupancy                            | \$ 113,285.00        | \$ 5,346.00         | \$ 118,631.00        |   |
| 8. Current Expenses                     | \$ -                 | \$ -                | \$ -                 |   |
| Telephone                               | \$ 9,055.00          | \$ 2,445.00         | \$ 11,500.00         |   |
| Postage                                 | \$ 8,640.00          | \$ 1,410.00         | \$ 10,050.00         |   |
| Subscriptions                           | \$ -                 | \$ -                | \$ -                 |   |
| Audit and Legal                         | \$ 2,380.00          | \$ -                | \$ 2,380.00          |   |
| Insurance                               | \$ 10,503.00         | \$ 1,452.00         | \$ 11,955.00         |   |
| Board Expenses                          | \$ -                 | \$ -                | \$ -                 |   |
| 9. Software                             | \$ 725.00            | \$ -                | \$ 725.00            |   |
| 10. Marketing/Communications            | \$ -                 | \$ -                | \$ -                 |   |
| 11. Staff Education and Training        | \$ 1,450.00          | \$ -                | \$ 1,450.00          |   |
| 12. Subcontracts/Agreements             | \$ -                 | \$ -                | \$ -                 |   |
| 13. Other (specific details mandatory): | \$ 2,800.00          | \$ 495.00           | \$ 3,295.00          |   |
| Mobile Internet Services                | \$ 1,000.00          | \$ 1,000.00         | \$ 2,000.00          |   |
| Infrastructure Funds                    | \$ 10,828.00         | \$ -                | \$ 10,828.00         |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
| <b>TOTAL</b>                            | <b>\$ 946,705.00</b> | <b>\$ 45,028.00</b> | <b>\$ 991,733.00</b> |   |

Indirect As A Percent of Direct

4.8%

Contractor Initials:                     

Date:                     

*[Handwritten Signature]*

**Appendix C**

**Exhibit B-1, Amendment #3, SFY 2017**

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

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

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

**Budget Period:** SFY 2017

| <b>Line Item</b>                        | <b>Direct Incremental</b> | <b>Indirect Fixed</b> | <b>Total</b>         | <b>Allocation Method for Indirect Fixed Cost</b> |
|---|---------------------------|-----------------------|----------------------|--|
| 1. Total Salary/Wages                   | \$ 543,501.00             | \$ 26,259.00          | \$ 569,760.00        |  |
| 2. Employee Benefits                    | \$ 161,393.00             | \$ 5,496.00           | \$ 166,889.00        |  |
| 3. Consultants                          | \$ -                      | \$ -                  | \$ -                 |  |
| 4. Equipment:                           | \$ -                      | \$ -                  | \$ -                 |  |
| Rental                                  | \$ -                      | \$ -                  | \$ -                 |  |
| Repair and Maintenance                  | \$ 1,900.00               | \$ -                  | \$ 1,900.00          |  |
| Purchase/Depreciation                   | \$ 400.00                 | \$ -                  | \$ 400.00            |  |
| 5. Supplies:                            | \$ -                      | \$ -                  | \$ -                 |  |
| Educational                             | \$ 250.00                 | \$ -                  | \$ 250.00            |  |
| Lab                                     | \$ 5,040.00               | \$ -                  | \$ 5,040.00          |  |
| Pharmacy                                | \$ -                      | \$ -                  | \$ -                 |  |
| Medical                                 | \$ 2,810.00               | \$ -                  | \$ 2,810.00          |  |
| Office                                  | \$ 24,065.00              | \$ 1,125.00           | \$ 25,190.00         |  |
| 6. Travel                               | \$ 41,680.00              |                       | \$ 41,680.00         |  |
| NSA for NWA Travel                      | \$ 2,000.00               |                       | \$ 2,000.00          |  |
| 7. Occupancy                            | \$ 113,285.00             | \$ 5,346.00           | \$ 118,631.00        |  |
| 8. Current Expenses                     | \$ -                      | \$ -                  | \$ -                 |  |
| Telephone                               | \$ 9,055.00               | \$ 2,445.00           | \$ 11,500.00         |  |
| Postage                                 | \$ 8,640.00               | \$ 1,410.00           | \$ 10,050.00         |  |
| Subscriptions                           | \$ -                      | \$ -                  | \$ -                 |  |
| Audit and Legal                         | \$ 2,380.00               | \$ -                  | \$ 2,380.00          |  |
| Insurance                               | \$ 10,503.00              | \$ 1,452.00           | \$ 11,955.00         |  |
| Board Expenses                          | \$ -                      | \$ -                  | \$ -                 |  |
| 9. Software                             | \$ 725.00                 | \$ -                  | \$ 725.00            |  |
| 10. Marketing/Communications            | \$ -                      | \$ -                  | \$ -                 |  |
| 11. Staff Education and Training        | \$ 1,450.00               | \$ -                  | \$ 1,450.00          |  |
| 12. Subcontracts/Agreements             | \$ -                      | \$ -                  | \$ -                 |  |
| 13. Other (specific details mandatory): | \$ 2,800.00               | \$ 495.00             | \$ 3,295.00          |  |
| Mobile Internet Services                | \$ 1,000.00               | \$ 1,000.00           | \$ 2,000.00          |  |
| Infrastructure Funds                    | \$ 3,857.00               | \$ -                  | \$ 3,857.00          |  |
|   | \$ -                      | \$ -                  | \$ -                 |  |
| <b>TOTAL</b>                            | <b>\$ 936,734.00</b>      | <b>\$ 45,028.00</b>   | <b>\$ 981,762.00</b> |  |

Indirect As A Percent of Direct

4.8%

Contractor Initials: RA

Date: 2/10/10

3  
150

TV 25

MAR 17 '15 AM 10:18 DAS



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

February 17, 2015

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

4/8/15 #25

**REQUESTED ACTION**

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

Summary of contracted amounts by vendor:

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 17, 2015  
Page 2 of 3

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

**See attachment for financial details**

### **EXPLANATION**

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

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 17, 2015  
Page 3 of 3

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

Area to be served is statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



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

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

**100% Federal Funds**

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

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

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

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

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

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

Southern New Hampshire Services, Inc

Vendor # 177198 B006

PO #

1031531

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

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

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

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

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

| Agency Capacity | Community Action Program<br>Belknap<br>Merrimack<br>Concord, NH | Goodwin<br>Community<br>Health,<br>Somersworth,<br>NH | Southern New<br>Hampshire<br>Services,<br>Manchester,<br>NH | Southwestern<br>Community<br>Services,<br>Keene, NH |      |      |
|-----------------|---|---|---|---|------|------|
| 30              | 29.33   | 26.00   | 20.67   | 19.67   | 0.00 | 0.00 |
| 50              | 45.00   | 39.50   | 31.67   | 39.00   | 0.00 | 0.00 |
| 15              | 13.33   | 12.00   | 15.00   | 15.00   |      |      |
| 5               | 5.00  | 4.33  | 3.33  | 3.00  | 0.00 | 0.00 |
| 100             | 92.67   | 81.83   | 70.67   | 76.67   | 0.00 | 0.00 |

|                             |                     |                   |                     |                   |  |  |
|-----------------------------|---------------------|-------------------|---------------------|-------------------|--|--|
| <b>BUDGET REQUEST</b>       |                     |                   |                     |                   |  |  |
| Year 01                     |                     |                   |                     |                   |  |  |
| Year 02                     |                     |                   |                     |                   |  |  |
| Year 03                     |                     |                   |                     |                   |  |  |
| <b>TOTAL BUDGET REQUEST</b> | <b>1,977,206.00</b> | <b>921,404.00</b> | <b>3,061,126.00</b> | <b>656,504.00</b> |  |  |
| <b>BUDGET AWARDED</b>       |                     |                   |                     |                   |  |  |
| Year 01                     |                     |                   |                     |                   |  |  |
| Year 02                     |                     |                   |                     |                   |  |  |
| Year 03                     |                     |                   |                     |                   |  |  |
| <b>TOTAL BUDGET AWARDED</b> | <b>1,977,206.00</b> | <b>921,404.00</b> | <b>3,061,126.00</b> | <b>656,504.00</b> |  |  |

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



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

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

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

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

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

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

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

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

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

\$3,928,128
3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2
4. Delete Exhibit B and replace with Exhibit B Amendment #1
5. Amend Budget to add:
  - Exhibit B-1 (SFY 2015) Amendment #2 Budget
  - Exhibit B-1 (SFY 2016) Amendment #2 Budget
  - Exhibit B-1 (SFY 2017) Amendment #2 Budget
6. Delete Exhibit C and replace with Exhibit C Amendment #1

*RR*  
*2/12/15*

New Hampshire Department of Health and Human Services



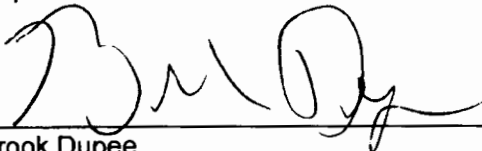
- 7. Add Exhibit C-1 Revisions to General Provisions
- 8. Delete Exhibit G and replace with Exhibit G Amendment #1

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

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

State of New Hampshire  
Department of Health and Human Services

2/23/15  
Date

  
Brook Dupee  
Bureau Chief

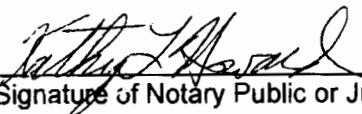
Community Action Program of Belknap and  
Merrimack Counties, Inc.

2/12/15  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

Acknowledgement:

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

  
Signature of Notary Public or Justice of the Peace

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

My Commission Expires:



Contractor Initials: RL  
Date: 2/12/15

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

3/16/15  
Date

Megan A. Apple  
Name: Megan A. Apple  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





## Exhibit A – Amendment 2

### SCOPE OF SERVICES

#### 1. Project Description

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

#### 2. Required Activities

2.1. The Contractor shall:

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



## Exhibit A – Amendment 2

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

### 2.2. CSFP Warehouse Responsibilities

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

*RR*

*2/2/10*



## Exhibit A – Amendment 2

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

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



## Exhibit A – Amendment 2

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



## Exhibit A – Amendment 2

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

### 3. Compliance and Reporting Requirements

#### 3.1. Compliance Requirements

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

#### 3.2. Reporting Requirements

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

### 4. Performance Measures

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

*RE*

*2/24/15*



**Method and Conditions Precedent to Payment**

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

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

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

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

\$1,943,576 Total

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

Payment for said services shall be made as follows:

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

The invoice must be submitted to:

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

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

*RR*

*2/12/15*



Exhibit B Amendment #1

---

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

The remainder of this page intentionally left blank.

*D-R*

*2/12/15*

## Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Community Action Program of Belknap and

Bidder/Contractor Name: Merrimack Counties, Inc

WIC, Commodity Supplemental Food and

Budget Request for: Breastfeeding Peer Counseling Program

(Name of RFP)

Budget Period: SFY 2015

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

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

Contractor Initials: RL

Date: 2/12/15



## Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Community Action Program of Belknap and

Bidder/Contractor Name: Merrimack Counties, Inc

WIC, Commodity Supplemental Food and

Budget Request for: Breastfeeding Peer Counseling Program

(Name of RFP)

Budget Period: SFY 2016

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

Indirect As A Percent of Direct

4.8%

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

Contractor Initials: RL

CH/DHHS/011414

Page 1 of 1

Date: 2/12/15

**For DHHS use only**

## Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

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

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

Budget Period: SFY 2017

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

Indirect As A Percent of Direct

4.8%

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

Contractor Initials:     R-R    

Date:     2/12/15



**SPECIAL PROVISIONS**

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

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

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



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

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

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

RQ  
2/14/15

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



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

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



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

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



- 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.

ll  
2/12/15



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. **Extension:**

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

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

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

*R-R*

*2/12/15*





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

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

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

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

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

Exhibit G- Amendment #1

Contractor Initials RR

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 – Amendment #1



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

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

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

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

Date

2/12/15

Name: Ralph Littlefield  
Title: Executive Director

Exhibit G- Amendment #1

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

Contractor Initials RL

Date 2/12/15

sm d

89 3



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 28, 2014

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

100% federal

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

Table with 5 columns: Vendor, Location, SFY 2014 Amount, SFY 2015 Amount, Total Increase. Rows include Southern NH Services, Southwestern Community Services, Inc., Community Action Program and Merrimack Counties, Inc., Goodwin Community Health, and a TOTAL row.

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

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

See attachment for financial details

### EXPLANATION

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

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

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

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

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

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

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

Area to be served is statewide.

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

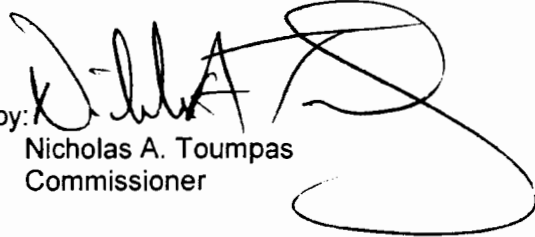
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

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

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

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

**FINANCIAL DETAIL ATTACHMENT SHEET**

**WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

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

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

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

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

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

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

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





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

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

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

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

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

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

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

To amend as follows:

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

Paragraph 1.1 to Paragraph 1:  
The contract price shall increase by \$2,750 for SFY 2014.  
The contract price shall increase by \$4,596 for SFY 2015.

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

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



---

Replace with:

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

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

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



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

State of New Hampshire  
Department of Health and Human Services

5/29/14  
Date

  
Brook Dupee  
Bureau Chief

Community Action Program Belknap Merrimack

Counties, Inc.

May 13, 2014  
Date

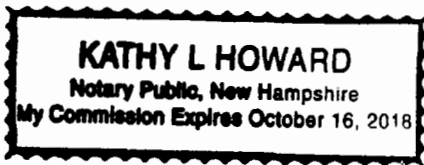
  
Name: Ralph Littlefield  
Title: Executive Director

Acknowledgement:

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

  
Signature of Notary Public or Justice of the Peace

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



New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

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

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Exhibit A – Amendment 1

### SCOPE OF SERVICES

#### 1. Project Description

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

#### 2. Required Activities

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

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

#### 3. Performance Measures

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

##### Access to Nutrition Services:

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

##### Obesity Prevention:

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

*Re*

*5/15/14*

## Exhibit B-1 (2014) - Amendment 1

### Budget

#### New Hampshire Department of Health and Human Services

Community Action Program Belknap Merrimack

Bidder/Contractor Name: Counties, Inc.

Budget Request for: WIC Nutrition Program

(Name of RFP)

Budget Period: SFY 2014

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

Indirect As A Percent of Direct

0.0%

Contractor Initials: RR

Date: 5/13/14

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

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

**Community Action Program Belknap Merrimack**

**Bidder/Contractor Name: Counties, Inc.**

**Budget Request for: WIC Nutrition Program**

*(Name of RFP)*

**Budget Period: SFY 2015**

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

Indirect As A Percent of Direct

0.0%

Contractor Initials:     R-Q    

Date:     5/13/14



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

48 SW

5/15/13 #48

March 29, 2013

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

100% Federal funds

REQUESTED ACTION

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

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

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. It lists contract details for SFY 14 and SFY 15, including a sub-total and a grand total of \$1,977,206.00.



### EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

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

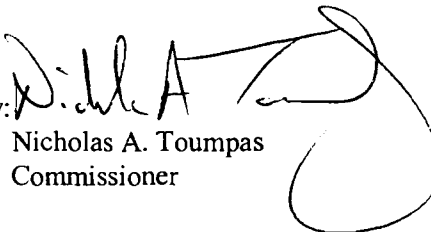
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

JTM/lr

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

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

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

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

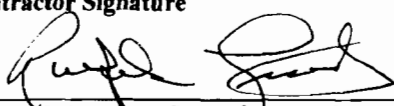
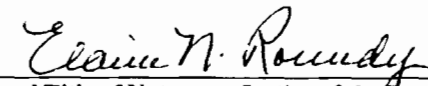
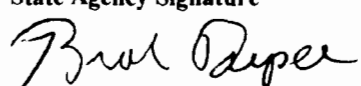
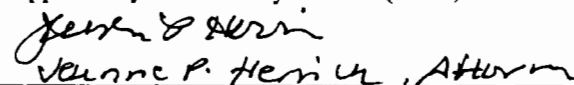
Subject: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |   |  |
|--|--|---|--|
| <b>1.1 State Agency Name</b><br>NH Department of Health and Human Services<br>Division of Public Health Services   |  | <b>1.2 State Agency Address</b><br>29 Hazen Drive<br>Concord, NH 03301-6504                                   |  |
| <b>1.3 Contractor Name</b><br>Community Action Program Belknap-Merrimack Counties, Inc.  |  | <b>1.4 Contractor Address</b><br>2 Industrial Park Drive<br>PO Box 1016<br>Concord NH 03302-1016              |  |
| <b>1.5 Contractor Phone Number</b><br>603-225-3295   | <b>1.6 Account Number</b><br>010-090-5260-102-500734 | <b>1.7 Completion Date</b><br>June 30, 2015   | <b>1.8 Price Limitation</b><br>\$1,977,206 |
| <b>1.9 Contracting Officer for State Agency</b><br>Lisa L. Bujno, MSN, APRN<br>Bureau Chief  |  | <b>1.10 State Agency Telephone Number</b><br>603-271-4501   |  |
| <b>1.11 Contractor Signature</b><br>   |  | <b>1.12 Name and Title of Contractor Signatory</b><br>Ralph Littlefield, Executive Director                   |  |
| <b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u><br>On <u>4/22/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that <del>he</del> she executed this document in the capacity indicated in block 1.12. |  |   |  |
| <b>1.13.1 Signature of Notary Public <del>or Justice of the Peace</del></b><br>[Seal]   |  |   |  |
| <b>1.13.2 Name and Title of Notary <del>or Justice of the Peace</del></b><br>ELAINE N. ROUNDY, Notary Public<br>My Commission Expires August 24, 2016  |  |   |  |
| <b>1.14 State Agency Signature</b><br>  |  | <b>1.15 Name and Title of State Agency Signatory</b><br><del>State of NH</del><br>Lisa L. Bujno, Bureau Chief |  |
| <b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____  |  |   |  |
| <b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b><br>By:  Jeanne P. Henrich, Attorney On: <u>11 April 2013</u>   |  |   |  |
| <b>1.18 Approval by the Governor and Executive Council</b><br>By: _____ On: _____  |  |   |  |

*R-L*  
4/22/13

**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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: RG  
Date: 4/23/13

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials:                       
Date:

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

**NH Department of Health and Human Services**

**Exhibit A**

**Scope of Services**

*WIC-CSFP-BFPC Services*

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

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

**ADDRESS: 2 Industrial Park Drive, PO Box 1016  
Concord NH 03301**

**Executive Director: Ralph Littlefield  
TELEPHONE: 603-225-3295**

**The Contractor shall:**

1. During the period of the contract, the Contractor shall provide benefits and services as follows:

1.1 Culturally and Linguistically Appropriate Standards of Care

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

- a. Assess the ethnic/cultural needs, resources and assets of their community.
- b. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- c. When appropriate, provide clients of minimal English skills with interpretation services.
- d. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

1.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 4,614 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 2,173 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.4 The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, Policy and Procedure Manual, and the NH Administrative Rules.

1.5 The Contractor shall adhere to USDA Office of Civil Rights policies, including insertion of the non-discrimination statement on all outreach materials.



2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
  - a. use of local media;
  - b. distribution of informational booklets and referral materials;
  - c. coordination with health and social service programs and agencies;
  - d. maintenance of participant waiting list, if appropriate;
  - e. specific activities to foster enrollment early in pregnancy and infancy; and
  - f. specific activities targeting retention of children until their fifth birthday.
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
  - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
  - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
  - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
  - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
  - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
  - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

- 8.2 The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
9. The Contractor shall maintain all CSFP Food issuance registers for a period not less than three years following the period of the contract in which the CSFP food package was issued.
10. The Contractor shall terminate from the Program, participating individuals who have enrolled for the maximum period of time specified by the Federal Regulations governing the WIC or CSF Program or who fail to participate for two consecutive months. Individuals being disqualified, suspended or terminated prior to the expiration of the present period of eligibility certification shall be given written notice of impending termination on forms provided by the State and the opportunity to request a Fair Hearing. The Contractor shall provide at least 15 days' oral or written notice of the expiration of the current benefit period.
11. The Contractor shall provide individuals who are denied participation with a written explanation on forms provided by the State for the denial of eligibility and shall provide such individuals with the opportunity to request a Fair Hearing regarding the reason for denial.
12. At the direction of the State, the Contractor shall take administrative action against participants found to be abusing Program benefits. Persons found to be participating in both the WIC Program and the CSF Program, or in two WIC or CSF Programs provided by different Contractors shall be immediately terminated from one Program.
13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 13.1 As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
14. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
15. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
16. At the time each certification or voucher issuance appointment is made, the Contractor shall request that parents or guardians show a valid picture ID.
17. At the time the certification appointment is made, the Contractor shall request that parents or guardians bring immunizations records of children aged 24 months or younger.
- 17.1 At the time of WIC Program certification, the Contractor shall review immunization records of children aged 24 months or younger and record the immunization status in StarLINC, the WIC MIS system.
- 17.2 There shall be no loss of WIC Program benefits or required follow-up by the Contractor if the immunization records are not produced.
18. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral

service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH. Note that this is required starting in FY2014 for those contractors that have already been trained, and in FY2015 for those who have not yet received training.

CSFP Responsibilities:

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

CSFP Warehouse Responsibilities:

24. The Contractor agrees to promptly pay such reasonable service charges as are assessed by USDA, the State, or private shippers to cover storage, processing, handling and delivery costs for which they are responsible. All funds accruing from the sale of containers, salvage of commodities, reimbursement from insurance, or recoveries from loss or damage claims shall be used to either replace lost food, reimburse the U.S. Department of Agriculture, or used for allowable program costs of the State commodity program in accordance with applicable Federal regulations and instructions, and according to the direction and approval of the State.
25. Shortages in or damages to commodities received from USDA must be immediately reported to the State if the amount exceeds 5% of the total shipment. All other loss and damage to commodities or complaints shall be reported at least monthly to the State. Upon an event creating a claim in favor of the Contractor from loss or damage of commodities caused by warehouse staff, a carrier or other person, the Contractor shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the State.
26. The Contractor assures the State that in its administration of Food Distribution Programs, it will comply with all requirements imposed by or pursuant to Part 15, Subpart A of Title 7, CFR, of the regulations of the US Department of Agriculture including amendments thereto after the date of this agreement. Federal food assistance is extended in reliance on the representations made herein.

Contractor Initials: RF  
Date: 4/22/13

27. The State reserves the right to discontinue immediately further shipments of United States Department of Agriculture donated foods to a Contractor who fails to comply with the general intents and purposes set forth in this agreement or any instructions issued pursuant thereto.

WIC & CSFP Administrative Responsibilities:

28. The Contractor shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.
- 28.1 A recommended ratio of 350-400 participants to one FTE staff person.
- 28.2 A recommended ratio of 750-800 participants to one FTE nutritionist.
- 28.3 The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 28.4 The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).
- 28.5 If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
29. The Contractor shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC or CSFP services without specific written approval from the State.
- 29.1 The Contractor shall assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
30. The Contractor shall comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
31. The Contractor shall notify the State about planned changes in key staff, clinic relocations, clinic closures, and other major changes in advance.
32. The Contractor shall conduct special projects as appropriate funding is received.
33. The Contractor shall complete and submit a quarterly time study of all WIC/CSFP staff utilizing forms and instructions provided by the State Agency.
34. The Contractor shall submit a report on their progress towards meeting performance measures

every 6 months and a final report on the overall program goals and objectives at the end of the two-year contract period.

**BFPC Responsibilities:**

1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program,
  - 1.1. The Contractor shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
  - 1.2. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
2. The Contractor shall administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
  - 2.1 The Contractor shall assure adequate program support from local management.
  - 2.2 The appropriate definition of a peer counselor shall be:
    - 2.2.1 Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
    - 2.2.2 Paraprofessionals provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
    - 2.2.3 Must be recruited and hired from the target population.
    - 2.2.4 Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
  - 2.3 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator at the local level.
  - 2.4 The Coordinator shall have defined job parameters and job descriptions for peer counselors.
  - 2.5 The Contractor shall provide adequate compensation and reimbursement of peer counselors.
  - 2.6 The Contractor shall assure training of local peer counseling management and clinic staff includes use of:
    - 2.6.1 Loving Support Through Peer Counseling: A Journey Together for WIC Managers training curriculum and presentations, and
    - 2.6.2 Loving Support Through Peer Counseling: A Journey Together for WIC Peer Counselors training curriculum and presentations.
  - 2.7 The Contractor shall adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
  - 2.8 The Contractor shall assure adequate supervision and monitoring of peer counselors.

2.9 The Contractor shall establish community partnerships to enhance the effectiveness of the WIC peer counseling program.

3. The Contractor shall assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in clinic staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Healthy Eating and Physical Activity Section immediately for additional guidance.

The remainder of this page is intentionally left blank

Contractor Initials: RP  
Date: 4/22/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

WIC-CSFP-BFPC Services

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

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

ADDRESS: 2 Industrial Park Drive, PO Box 1016  
Concord NH 03301

Executive Director: Ralph Littlefield  
TELEPHONE: 603-225-3295

Vendor #177203 B003

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

| Amount    | Appropriation #         | Job #    | Funding Source   | CFDA # | Federal Funds |
|-----------|-------------------------|----------|--|--------|---------------|
| \$101,160 | 010-090-5260-102-500734 | 90006001 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$70,814  | 010-090-5260-102-500734 | 90006002 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$758,400 | 010-090-5260-102-500734 | 90006003 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$458,948 | 010-090-5260-102-500734 | 90006004 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$108,322 | 010-090-5260-102-500734 | 90006041 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$399,388 | 010-090-5260-102-500734 | 90006007 | Commodity Supplemental Food Program (USDA)                                     | 10.565 | 100%          |
| \$80,174  | 010-090-5260-102-500734 | 90006022 | WIC Breastfeeding Peer Counseling Program (USDA)                               | 10.557 | 100%          |

**TOTAL: \$1,977,206.00**

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.



**NH Department of Health and Human Services**

**Exhibit C**

**SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: RE  
Date: 9/22/13

**NH Department of Health and Human Services**

**Standard Exhibit D**

**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 to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) 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);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

- (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;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (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
    - (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;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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)

2 Industrial Park Drive, Concord, Merrimack County, NH 03301

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

Community Action Program Belknap-Merrimack  
Counties, Inc.

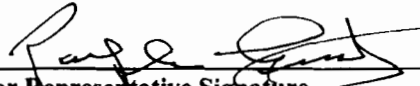
**From: July 1, 2013** or date of G&C Approval, whichever is later **To: June 30, 2015**

**Contractor Name**

**Period Covered by this Certification**

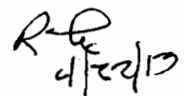
Ralph Littlefield, Executive Director

**Name and Title of Authorized Contractor Representative**

  
**Contractor Representative Signature**

4/22/13

**Date**





NH Department of Health and Human Services

Standard Exhibit E

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):

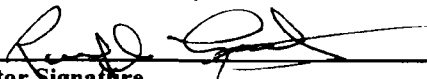
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015.

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

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

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

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

*R-L*  
4/22/13

NH Department of Health and Human Services

Standard Exhibit F

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "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**

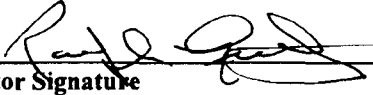
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
  - c. 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
  - d. 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.
2. 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**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

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

  
 4/22/13

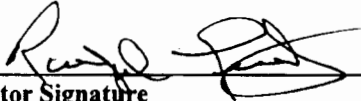
NH Department of Health and Human Services

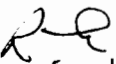
Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

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

  
4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



---

Contractor Signature

Ralph Littlefield, Executive Director  
Contractor's Representative Title

Community Action Program  
Belknap-Merrimack Counties, Inc.

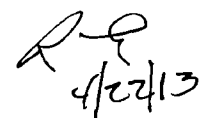
---

Contractor Name

4/22/13

---

Date



RL  
4/22/13

NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act 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.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Contractor Initials: RP  
 Date: 4/22/13

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.



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

**(4) Obligations of Covered Entity**

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

Contractor Initials:     RQ      
 Date:     4/22/13

**(5) Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: RP  
Date: 4/22/13

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

|                                    |  |
|------------------------------------|--|
| DIVISION OF PUBLIC HEALTH SERVICES | COMMUNITY ACTION PROGRAM<br>BELKNAP-MERRIMACK COUNTIES, INC. |
| _____<br>The State Agency Name     | _____<br>Name of Contractor                                  |

|   |  |
|---|--|
|  |  |
| _____<br>Signature of Authorized Representative                                   | _____<br>Signature of Authorized Representative                                    |

|  |  |
|--|--|
| <i>Brock S. Dupre</i>                      |  |
| <del>LISA L. BUJNO, MSN, APRN</del>        | RALPH LITTLEFIELD                          |
| _____<br>Name of Authorized Representative | _____<br>Name of Authorized Representative |

|   |   |
|---|---|
| BUREAU CHIEF                                | EXECUTIVE DIRECTOR                          |
| _____<br>Title of Authorized Representative | _____<br>Title of Authorized Representative |

|                |               |
|----------------|---------------|
| <i>4/22/13</i> | 4/22/13       |
| _____<br>Date  | _____<br>Date |

*RL*  
*4/22/13*

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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


In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. 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 Sub-award 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 Representative Signature)

Ralph Littlefield, Executive Director

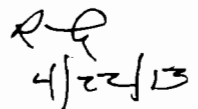
(Authorized Contractor Representative Name & Title)

Community Action Program  
Belknap-Merrimack Counties, Inc.

(Contractor Name)

4/22/13

(Date)

  
4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073997504

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, sub-grants, 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: \_\_\_\_\_

Contractor Initials: RR  
Date: 4/22/13



**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 4th Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #4") dated this, February 14, 2017 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 311 Route 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #49), amended June 18, 2014 (item #89), amended April 8, 2015 (item #25) and amended October 7, 2015 (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 the General Provisions, Paragraph 18 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

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

To amend as follows:

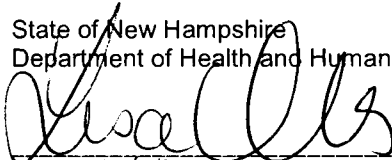
1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$1,908,476
2. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:  
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2017 budgets (Exhibits B-2, Amendment #4)
3. Delete Exhibit B-1, Amendment #3, SFY 2017 and replace with Exhibit B-2, Amendment #4, SFY 2017.
4. Add Exhibit A, Scope of Services, BFPC Responsibilities, Paragraph 4. to read:  
4. The Contractor shall support training and educational materials in order to provide revitalizing nutrition and breastfeeding services, to maintain program integrity and increase caseload.



**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**


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

3/9/17  
Date

State of New Hampshire  
Department of Health and Human Services  
  
NAME LISA MORRIS  
TITLE DIRECTOR

**Goodwin Community Health**


2-21-2017  
Date

  
NAME  
TITLE CEO

Acknowledgement:

State of New Hampshire County of Stratford on 2/21/2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

  
Name and Title of Notary or Justice of the Peace

**ELIZABETH A. CLEMENCE**  
Notary Public, State of New Hampshire  
My Commission Expires April 6, 2021



**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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

OFFICE OF THE ATTORNEY-GENERAL

Date 4/3/17

*[Handwritten Signature]*  
Name: Walter A. [unclear]  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## Exhibit B-2, Amendment #4

| New Hampshire Department of Health and Human Services<br>COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD                               |                       |                     |                      |                 |  |  |
|--|-----------------------|---------------------|----------------------|-----------------|--|--|
| Bidder/Program Name: <u>Goodwin Community Health</u>   |                       |                     |                      |                 |  |  |
| Budget Request for: <u>WIC, Commodity Supplemental Food,<br/>Infrastructure and Breastfeeding Peer</u><br><small>(Name of RFP)</small> |                       |                     |                      |                 |  |  |
| Budget Period: <u>SFY 2017</u>   |                       |                     |                      |                 |  |  |
| Line Item  | Direct<br>Incremental | Indirect<br>Fixed   | Total                | Matched Funding | Allocation Method for<br>Indirect/Fixed Cost |  |
| 1. Total Salary/Wages  | \$ 361,830.04         | \$ 13,250.00        | \$ 375,080.04        | \$ -            |  |  |
| 2. Employee Benefits   | \$ 52,167.26          | \$ 2,385.00         | \$ 54,552.26         | \$ -            |  |  |
| 3. Consultants   | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| 4. Equipment:  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Rental   | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Repair and Maintenance   | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Purchase/Depreciation  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| 5. Supplies:   | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Educational  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Lab  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Pharmacy   | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Medical  | \$ 3,250.00           | \$ -                | \$ 3,250.00          | \$ -            |  |  |
| Office   | \$ 3,000.00           | \$ -                | \$ 3,000.00          | \$ -            |  |  |
| 6. Travel  | \$ 7,500.00           | \$ 4,251.70         | \$ 11,751.70         | \$ -            |  |  |
| NWA training   | \$ 2,000.00           | \$ -                | \$ 2,000.00          | \$ -            |  |  |
| 7. Occupancy   | \$ 26,720.00          | \$ -                | \$ 26,720.00         | \$ -            |  |  |
| 8. Current Expenses  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Telephone  | \$ 1,440.00           | \$ -                | \$ 1,440.00          | \$ -            |  |  |
| Postage  | \$ 1,000.00           | \$ -                | \$ 1,000.00          | \$ -            |  |  |
| Subscriptions  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Audit and Legal  | \$ 5,000.00           | \$ -                | \$ 5,000.00          | \$ -            |  |  |
| Insurance  | \$ 5,000.00           | \$ -                | \$ 5,000.00          | \$ -            |  |  |
| Board Expenses   | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| 9. Software  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| 10. Marketing/Communications   | \$ 150.00             | \$ -                | \$ 150.00            | \$ -            |  |  |
| 11. Staff Education and Training   | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| 12. Subcontracts/Agreements  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| 13. Other (specific details mandatory):  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| Mobile Internet Services   | \$ 1,200.00           | \$ -                | \$ 1,200.00          | \$ -            |  |  |
| Infrastructure/OA Funds  | \$ 1,825.00           | \$ -                | \$ 1,825.00          | \$ -            |  |  |
|  | \$ -                  | \$ -                | \$ -                 | \$ -            |  |  |
| <b>TOTAL</b>   | <b>\$ 472,082.30</b>  | <b>\$ 19,886.70</b> | <b>\$ 491,969.00</b> | <b>\$ -</b>     |  |  |

Indirect As A Percent of Direct

4.2%

NOTE: Minimum match funding per section 4.3 of RFP

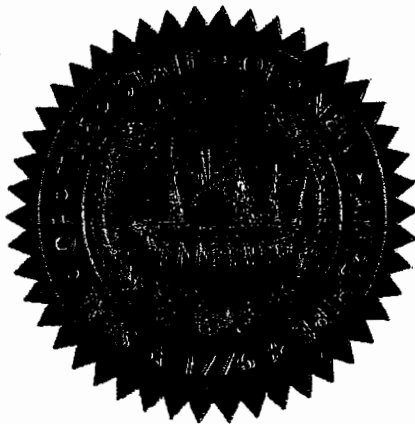
Contractor Initials: JK

Date: 2-21-17

# State of New Hampshire Department of State

## CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14<sup>th</sup> day of September A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, David B. Staples, of Goodwin Community Health, do hereby certify that:

1. I am the duly elected Board Chair of Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on January 17, 2017;

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.

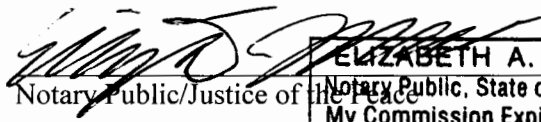
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 21, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Goodwin Community Health this 21<sup>st</sup> day of February, 2017.

  
\_\_\_\_\_  
David B. Staples, DDS, Board Chair

STATE OF NH  
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2017 by David B. Staples, DDS.

  
Notary Public/Justice of the Peace

|   |
|---|
| ELIZABETH A. CLEMENCE<br>Notary Public, State of New Hampshire<br>My Commission Expires April 6, 2021 |
|---|

My Commission Expires: \_\_\_\_\_



GOODCOM-01

LMICHALS

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/5/2016

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 License # AGR8150<br>Clark Insurance<br>One Sundial Ave Suite 302N<br>Manchester, NH 03102 | CONTACT NAME: <b>Lorraine Michals, CIC</b><br>PHONE (A/C, No, Ext): <b>(603) 716-2362</b> | FAX (A/C, No): <b>(603) 622-2854</b> |
|   | E-MAIL ADDRESS: <b>lmichals@clarkinsurance.com</b>  |                                      |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #                               |
| INSURER A: <b>Acadia</b>  |   | <b>31325</b>                         |
| INSURER B:  |   |                                      |
| INSURER C:  |   |                                      |
| INSURER D:  |   |                                      |
| INSURER E:  |   |                                      |
| INSURER F:  |   |                                      |

INSURED  
  
**Goodwin Community Health**  
**311 Route 108**  
**Somersworth, NH 03878**

**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 SUBR INSD. WVD                              | POLICY NUMBER        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--|----------------------|-------------------------|-------------------------|---|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  | <b>ADV5212020-11</b> | <b>07/31/2016</b>       | <b>07/31/2017</b>       | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b><br>MED EXP (Any one person) \$ <b>10,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$ |
| <b>A</b> | <b>AUTOMOBILE LIABILITY</b><br><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |  | <b>ADV5212020-11</b> | <b>07/31/2016</b>       | <b>07/31/2017</b>       | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| <b>A</b> | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>  |  | <b>CUA5214125-11</b> | <b>07/31/2016</b>       | <b>07/31/2017</b>       | EACH OCCURRENCE \$ <b>1,000,000</b><br>AGGREGATE \$ <b>1,000,000</b><br>\$  |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N N/A | <b>WCA5212021-11</b> | <b>07/31/2016</b>       | <b>07/31/2017</b>       | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ <b>500,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>  |

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Department of Health and 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

*Thomas R. Quinn*

© 1988-2014 ACORD CORPORATION. All rights reserved.

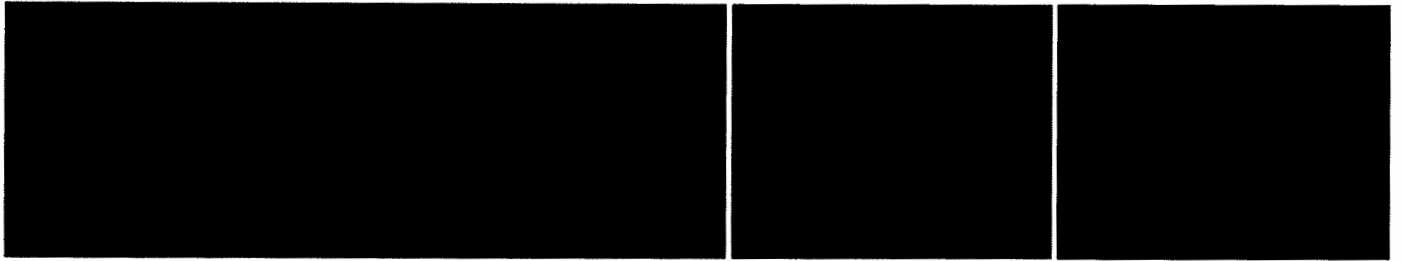


**Goodwin**  
Community Health

Mission

To provide exceptional  
health care that is  
accessible to all people  
in the community.

Board Approved on 6-11-2015



**CONSOLIDATED FINANCIAL STATEMENTS**

and

***REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING  
STANDARDS AND THE UNIFORM GUIDANCE***

**June 30, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Goodwin Community Health and Subsidiary

### **Report on Consolidated Financial Statements**

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Organization), which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

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

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

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

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Goodwin Community Health and Subsidiary as of June 30, 2016 and 2015, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

**Other Matter**

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 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 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 U.S. generally accepted auditing standards. 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 December 13, 2016 on our consideration of Goodwin Community Health and Subsidiary's internal control over financial reporting and on our tests of their 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 Goodwin Community Health and Subsidiary's internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2016



**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Balance Sheets**

**June 30, 2016 and 2015**

**ASSETS**

|   | <u>2016</u>         | <u>2015</u>         |
|---|---------------------|---------------------|
| Continuing operations   |                     |                     |
| Current assets  |                     |                     |
| Cash and cash equivalents   | \$ 2,603,347        | \$ 1,632,421        |
| Patient accounts receivable, less allowance for uncollectible<br>accounts of \$128,995 in 2016 and \$79,554 in 2015 | 824,547             | 553,922             |
| Grants receivable   | 615,693             | 472,843             |
| Inventory   | 57,751              | -                   |
| Other current assets  | <u>27,459</u>       | <u>23,594</u>       |
| Total current assets  | 4,128,797           | 2,682,780           |
| Investments   | 202,194             | 200,125             |
| Investment in limited liability company   | 16,203              | -                   |
| Property and equipment, net   | <u>6,063,645</u>    | <u>6,145,032</u>    |
| Total assets, continuing operations   | <u>10,410,839</u>   | <u>9,027,937</u>    |
| Discontinued operations   |                     |                     |
| Current assets  |                     |                     |
| Cash and cash equivalents   | 34,054              | 37,467              |
| Patient accounts receivable, less allowance for uncollectible<br>accounts of \$- in 2016 and \$1,824 in 2015        | -                   | 103,801             |
| Other current assets  | <u>-</u>            | <u>1,878</u>        |
| Total current assets  | 34,054              | 143,146             |
| Property and equipment, net   | -                   | 2,651               |
| Goodwill  | <u>-</u>            | <u>17,582</u>       |
| Total assets, discontinued operations   | <u>34,054</u>       | <u>163,379</u>      |
| Total assets  | <u>\$10,444,893</u> | <u>\$ 9,191,316</u> |

---

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

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Balance Sheets (Concluded)**

**June 30, 2016 and 2015**

**LIABILITIES AND NET ASSETS (DEFICIT)**

|   | <u>2016</u>          | <u>2015</u>         |
|---|----------------------|---------------------|
| Continuing operations   |                      |                     |
| Current liabilities   |                      |                     |
| Line of credit  | \$ -                 | \$ 56,500           |
| Accounts payable and accrued expenses                               | 115,852              | 181,271             |
| Accrued payroll and related expenses                                | 483,582              | 358,224             |
| Current maturities of long-term debt                                | <u>27,490</u>        | <u>155,389</u>      |
| Total current liabilities   | 626,924              | 751,384             |
| Long-term debt, less current maturities                             | <u>501,789</u>       | <u>701,676</u>      |
| Total liabilities   | 1,128,713            | 1,453,060           |
| Net assets  |                      |                     |
| Unrestricted  | <u>9,282,126</u>     | <u>7,574,877</u>    |
| Total liabilities and net assets, continuing operations             | <u>10,410,839</u>    | <u>9,027,937</u>    |
| Discontinued operations   |                      |                     |
| Current liabilities   |                      |                     |
| Accounts payable and accrued expenses                               | -                    | 124,973             |
| Accrued payroll and related expenses                                | -                    | 75,256              |
| Current maturities of long-term debt                                | <u>-</u>             | <u>6,351</u>        |
| Total current liabilities   | -                    | 206,580             |
| Long-term debt, less current maturities                             | <u>-</u>             | <u>6,605</u>        |
| Total liabilities   | -                    | 213,185             |
| Net assets (deficit)  |                      |                     |
| Unrestricted  | <u>34,054</u>        | <u>(49,806)</u>     |
| Total liabilities and net assets (deficit), discontinued operations | <u>34,054</u>        | <u>163,379</u>      |
| Total liabilities   | 1,128,713            | 1,666,245           |
| Total net assets  | <u>9,316,180</u>     | <u>7,525,071</u>    |
| Total liabilities and net assets                                    | <u>\$ 10,444,893</u> | <u>\$ 9,191,316</u> |

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Statements of Operations and Changes in Net Assets**

**Years Ended June 30, 2016 and 2015**

|  | <u>2016</u>             | <u>2015</u>      |
|--|-------------------------|------------------|
| Continuing operations                                      |                         |                  |
| Operating revenue and support                              |                         |                  |
| Patient service revenue                                    | \$ 6,317,240            | \$ 5,322,573     |
| Provision for bad debts                                    | <u>(312,321)</u>        | <u>(256,074)</u> |
| Net patient service revenue                                | <b>6,004,919</b>        | 5,066,499        |
| Grants, contracts, and contributions                       | <b>3,737,779</b>        | 3,219,481        |
| Equity in earnings of limited liability company            | <b>16,203</b>           | -                |
| Other operating revenue                                    | <u>103,065</u>          | <u>172,078</u>   |
| Total operating revenue and support                        | <u><b>9,861,966</b></u> | <u>8,458,058</u> |
| Operating expenses   |                         |                  |
| Salaries and benefits                                      | <b>6,221,917</b>        | 5,182,403        |
| Other operating expenses                                   | <b>1,789,611</b>        | 1,365,911        |
| Depreciation   | <b>232,752</b>          | 252,522          |
| Interest expense   | <u>33,276</u>           | <u>45,167</u>    |
| Total operating expenses                                   | <u><b>8,277,556</b></u> | <u>6,846,003</u> |
| Excess of revenue over expenses                            | <b>1,584,410</b>        | 1,612,055        |
| Grants for capital acquisition                             | <u>122,839</u>          | <u>125,397</u>   |
| Increase in unrestricted net assets, continuing operations | <u><b>1,707,249</b></u> | <u>1,737,452</u> |

---

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

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Statements of Operations and Changes in Net Assets (Concluded)**

**Years Ended June 30, 2016 and 2015**

|  | <u>2016</u>                | <u>2015</u>         |
|--|----------------------------|---------------------|
| Discontinued operations  |                            |                     |
| Operating revenue and support  |                            |                     |
| Patient service revenue  | \$ 279,763                 | \$ 823,473          |
| (Provision for) reduction in allowance for bad debts   | <u>(19,466)</u>            | <u>1,030</u>        |
| Net patient service revenue  | <b>260,297</b>             | 824,503             |
| Grants, contracts, and contributions   | <b>1,522</b>               | 1,207               |
| Gain on disposal of discontinued operations  | <b>147,156</b>             | -                   |
| Other operating revenue  | <u>572</u>                 | <u>91,358</u>       |
| Total operating revenue and support  | <u><b>409,547</b></u>      | <u>917,068</u>      |
| Operating expenses   |                            |                     |
| Salaries and benefits  | <b>257,382</b>             | 732,415             |
| Other operating expenses   | <b>65,523</b>              | 139,200             |
| Depreciation   | <b>2,651</b>               | 1,221               |
| Interest expense   | <u>131</u>                 | <u>258</u>          |
| Total operating expenses   | <u><b>325,687</b></u>      | <u>873,094</u>      |
| Excess of revenue over expenses and increase in unrestricted net assets, discontinued operations | <u><b>83,860</b></u>       | <u>43,974</u>       |
| Increase in unrestricted net assets  | <b>1,791,109</b>           | 1,781,426           |
| Unrestricted net assets, beginning of year   | <u><b>7,525,071</b></u>    | <u>5,743,645</u>    |
| Unrestricted net assets, end of year   | <u><b>\$ 9,316,180</b></u> | <u>\$ 7,525,071</u> |

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

|  | <u>2016</u>         | <u>2015</u>      |
|--|---------------------|------------------|
| Cash flows from operating activities   |                     |                  |
| Change in net assets   | <b>\$ 1,791,109</b> | \$ 1,781,426     |
| Adjustments to reconcile change in net assets to net cash provided by operating activities |                     |                  |
| Unrestricted gain from discontinued operations   | <b>(83,860)</b>     | (43,974)         |
| Provision for bad debts  | <b>312,321</b>      | 256,074          |
| Depreciation   | <b>232,752</b>      | 252,522          |
| Equity in earnings of limited liability company  | <b>(16,203)</b>     | -                |
| Grants for capital acquisition   | <b>(122,839)</b>    | (125,397)        |
| Debt forgiveness   | <b>(52,000)</b>     | (25,000)         |
| Increase in  |                     |                  |
| Patient accounts receivable  | <b>(582,946)</b>    | (379,401)        |
| Grants receivable  | <b>(142,850)</b>    | (310,233)        |
| Other assets   | <b>(3,865)</b>      | (237)            |
| Inventory  | <b>(57,751)</b>     | -                |
| Increase (decrease) in   |                     |                  |
| Accounts payable and accrued expenses  | <b>(65,419)</b>     | 818              |
| Accrued salaries and related amounts   | <b>125,358</b>      | <u>52,002</u>    |
| Net cash provided by operating activities from continuing operations                       | <b>1,333,807</b>    | 1,458,600        |
| Net cash provided by operating activities from discontinued operations                     | <b>(155,195)</b>    | <u>23,076</u>    |
| Net cash provided by operating activities  | <b>1,178,612</b>    | <u>1,481,676</u> |
| Cash flows from investing activities   |                     |                  |
| Capital acquisitions   | <b>(151,365)</b>    | (125,396)        |
| Purchase of investments  | <b>(2,069)</b>      | <u>(200,125)</u> |
| Net cash used by investing activities from continuing operations                           | <b>(153,434)</b>    | (325,521)        |
| Net cash provided by investing activities from discontinued operations                     | <b>164,738</b>      | -                |
| Net cash provided (used) by investing activities   | <b>11,304</b>       | <u>(325,521)</u> |

---

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

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**  
**Consolidated Statements of Cash Flows (Concluded)**  
**Years Ended June 30, 2016 and 2015**

|  | <u>2016</u>         | <u>2015</u>         |
|--|---------------------|---------------------|
| Cash flows from financing activities                               |                     |                     |
| Grants for capital acquisition                                     | 122,839             | 125,397             |
| Payments on long-term debt   | (327,786)           | (148,229)           |
| Payments on line of credit   | <u>(4,500)</u>      | <u>(112,000)</u>    |
| Net cash used by financing activities from continuing operations   | (209,447)           | (134,832)           |
| Net cash used by financing activities from discontinued operations | <u>(12,956)</u>     | <u>(7,014)</u>      |
| Net cash used by financing activities                              | <u>(222,403)</u>    | <u>(141,846)</u>    |
| Net increase in cash and cash equivalents                          | 967,513             | 1,014,309           |
| Cash and cash equivalents, beginning of year                       | <u>1,669,888</u>    | <u>655,579</u>      |
| Cash and cash equivalents, end of year                             | <u>\$ 2,637,401</u> | <u>\$ 1,669,888</u> |
| Supplemental disclosures of cash flow information                  |                     |                     |
| Cash paid for interest   | \$ 33,407           | \$ 45,425           |
| Noncash transaction - debt forgiveness                             | 52,000              | 25,000              |

---

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

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### **Organization**

Goodwin Community Health (GCH) is a non-stock, not-for-profit corporation organized in New Hampshire. GCH is a Federally Qualified Health Center (FQHC) which provides prenatal care, social support, and public health services to low-income persons.

### **Subsidiary**

Great Bay Mental Health Associates, Inc. (GBMHA), a wholly-owned, for-profit subsidiary, is engaged in providing mental health services in the Strafford County, New Hampshire community through its employees and independent contractors who are qualified and licensed to practice in the State of New Hampshire.

## **1. Summary of Significant Accounting Policies**

### **Principles of Consolidation**

The consolidated financial statements include the accounts of GCH and its subsidiary, GBMHA (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

### **Discontinued Operations**

On December 31, 2015, the Organization sold GBMHA's name and phone numbers, furniture and equipment, and medical and business supplies to Wentworth-Douglass Physician Corporation, a New Hampshire not-for-profit corporation, for \$164,738. The Organization maintained GBMHA's cash and cash equivalents, insurance claims, federal tax identification number, tax refunds, accounts receivable, goodwill, and the business books and records.

The Organization's consolidated financial statements reflect GBMHA's assets, revenues, gain, losses and expenses and cash flows as discontinued operations as of and for the years ended June 30, 2016 and 2015.

### **Use of Estimates**

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America 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 consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Income Taxes

GCH is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, GCH 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. GBMHA is a non-exempt organization and files applicable Form 1120 (corporate return). No provision for income taxes was necessary for the years ended June 30, 2016 and 2015.

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 consolidated financial statements. The Organization is subject to U.S. federal and state examinations by tax authorities for the years ended June 30, 2012 through June 30, 2016.

### 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. 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. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts during 2016 or 2015.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

|                            | <u>2016</u>       | <u>2015</u>      |
|----------------------------|-------------------|------------------|
| Balance, beginning of year | \$ 81,378         | \$ 88,420        |
| Provision                  | 331,787           | 255,044          |
| Write-offs                 | <u>(284,170)</u>  | <u>(262,086)</u> |
| Balance, end of year       | <u>\$ 128,995</u> | <u>\$ 81,378</u> |

The increase in the allowance is primarily due to an increase in the amount due from patients with commercial insurance as a result of increased deductibles and co-pays.

### Grants Receivable

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



## GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

### Notes to Consolidated Financial Statements

June 30, 2016 and 2015

#### **Inventory**

Inventory consisting of pharmaceutical drugs is valued using the retail method and is measured at the lower of cost or market.

#### **Investments**

Investments consist of certificates of deposit with a maturity in excess of one year.

#### **Investment in Limited Liability Company**

The Organization is one of eight partners 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 \$16,203 at June 30, 2016.

#### **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 excess of revenues 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 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 charity care 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.

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**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.

**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 consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

**Functional Expenses**

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

|                            | <u>2016</u>         | <u>2015</u>         |
|----------------------------|---------------------|---------------------|
| Program services           | \$ 7,042,192        | \$ 6,377,552        |
| Administrative and general | 1,301,950           | 1,160,709           |
| Fundraising                | <u>259,101</u>      | <u>180,836</u>      |
| Total                      | <u>\$ 8,603,243</u> | <u>\$ 7,719,097</u> |

**Excess of Revenue Over Expenses**

The consolidated statements of operations reflect 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).

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through December 13, 2016, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

### 2. Property and Equipment

Property and equipment consisted of the following:

|   | <u>2016</u>         | <u>2015</u>         |
|---|---------------------|---------------------|
| Land                                      | \$ 718,427          | \$ 718,427          |
| Building and improvements                 | 5,802,958           | 5,670,162           |
| Furniture, fixtures, and equipment        | <u>1,449,887</u>    | <u>1,364,376</u>    |
| Total cost                                | 7,971,272           | 7,752,965           |
| Less accumulated depreciation             | <u>1,907,627</u>    | <u>1,698,003</u>    |
| Total cost, less accumulated depreciation | 6,063,645           | 6,054,962           |
| Construction in progress                  | <u>-</u>            | <u>92,721</u>       |
| Property and equipment, net               | <u>\$ 6,063,645</u> | <u>\$ 6,147,683</u> |

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, Health Resources and Services Administration (OFAM, 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.

Upon obtaining the mortgage included in Note 4 below on the Organization's facility, the Organization received the required written permission from OFAM and HRSA where by HRSA subordinated its Federal Interest in the property to the bank.

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**3. Line of Credit**

The Organization has a \$200,000 line of credit with Frisbie Memorial Hospital. The line of credit is interest-free, unsecured, and due on demand. The outstanding balances on the line of credit at June 30, 2016 and 2015 were \$- and \$56,500, respectively.

**4. Long-Term Debt**

Long-term debt consists of the following:

|  | <u>2016</u>              | <u>2015</u>              |
|--|--------------------------|--------------------------|
| Variable-rate note payable to a local bank, payable in monthly installments of \$4,464, including interest at 4.75%, through December 2018, at which time the interest will be adjusted to the Federal Home Loan Bank of Boston Rate plus 2.5% and every five years thereafter through December 2029, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2). | \$ 529,279               | \$ 556,504               |
| Note payable to a not-for-profit corporation, payable in monthly installments of \$8,069, including interest at 5.25%, through September 2017, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2) and all other assets. The note was paid in full during 2016.  | -                        | 205,217                  |
| Note payable to a local bank, payable in monthly installments of \$1,860, including interest at 4.75%, through January 2019, collateralized by all assets. The note was paid in full during 2016.  | -                        | 73,251                   |
| Note payable to the New Hampshire Health and Education Facilities Authority, payable in monthly installments of \$1,709, including interest at 1.00%, through July 2016. The note is unsecured.  | -                        | 22,093                   |
| Variable-rate note payable to a local bank, payable in monthly installments of \$596, including interest at Prime plus 1.5% with a 4% floor, currently at 4.75%, through June 2017, collateralized by all assets of GBMHA and an unlimited corporate guaranty of GCH.  | -                        | <u>12,956</u>            |
| Total long-term debt   | <b>529,279</b>           | 870,021                  |
| Less current maturities  | <u>27,490</u>            | <u>161,740</u>           |
| Long-term debt, less current maturities  | <b><u>\$ 501,789</u></b> | <b><u>\$ 708,281</u></b> |

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at June 30, 2016.

Maturities of long-term debt for the next five years are as follows:

|      |    |        |
|------|----|--------|
| 2017 | \$ | 27,490 |
| 2018 |    | 30,124 |
| 2019 |    | 31,587 |
| 2020 |    | 33,120 |
| 2021 |    | 34,728 |

**5. Patient Service Revenue**

Patient service revenue is as follows:

|  | <u>2016</u>         | <u>2015</u>         |
|--|---------------------|---------------------|
| Medicare                                   | \$ 728,783          | \$ 638,547          |
| Medicaid                                   | 2,930,718           | 3,131,251           |
| Third-party payers and private pay         | <u>2,240,792</u>    | <u>2,131,634</u>    |
| Medical and dental patient service revenue | 5,900,293           | 5,901,432           |
| 340B pharmacy revenue                      | <u>696,710</u>      | <u>244,614</u>      |
| Total patient service revenue              | <u>\$ 6,597,003</u> | <u>\$ 6,146,046</u> |

The Organization has agreements with the Centers for Medicare & Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization 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.

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

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the 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. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be 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, 2015.

### 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 charity care 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 free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately \$485,000 and \$486,000 for the years ended June 30, 2016 and 2015, respectively.

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

### **6. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. In 2011, the Organization temporarily suspended the employer match. During 2016, the match was reinstated and contributions amounted to \$22,668.

### **7. WIC 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). This program is funded by the U.S. Department of Agriculture (Code of Federal Domestic Assistance #10.565). The value of food vouchers distributed by the Organization was \$1,463,583 and \$1,570,536 for the years ended June 30, 2016 and 2015, respectively. These amounts are not included in the accompanying consolidated 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 AND SUBSIDIARY

### Notes to Consolidated Financial Statements

June 30, 2016 and 2015

#### 8. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating 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 June 30, 2016 and 2015, New Hampshire Medicaid represented 29% and 31%, respectively, and Medicare represented 18% and 9%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

#### 9. 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 June 30, 2016, 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.

## **SUPPLEMENTARY INFORMATION**



**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2016**

| <u>Federal Grant/Pass-Through<br/>Grantor/Program Title</u>   | <u>Federal<br/>CFDA<br/>Number</u> | <u>Pass-Through<br/>Contract Number</u> | <u>Total<br/>Federal<br/>Expenditures</u> |
|---|------------------------------------|---|---|
| <u>U.S. Department of Health and Human Services</u>   |                                    |   |   |
| <u>Direct</u>   |                                    |   |   |
| <i>Health Centers Cluster</i>   |                                    |   |   |
| Consolidated Health Centers (Community Health Centers,<br>Migrant Health Centers, Health Care for the Homeless, and<br>Public Housing Primary Care) | 93.224                             |   | \$ 393,954                                |
| Affordable Care Act (ACA) Grants for New and Expanded<br>Services Under the Health Center Program   | 93.527                             |   | 1,617,615                                 |
| Affordable Care Act (ACA) Grants for Capital Development in<br>Health Centers   | 93.526                             |   | <u>97,978</u>                             |
| Total Health Centers Cluster  |                                    |   | 2,109,547                                 |
| <u>Pass-Through</u>   |                                    |   |   |
| <i>State of New Hampshire Department of Health and Human Services</i>   |                                    |   |   |
| Block Grants for Prevention and Treatment of Substance Abuse  | 93.959                             | 102-500734 / 49156501                   | 9,129                                     |
| Block Grants for Prevention and Treatment of Substance Abuse  | 93.959                             | 102-500730 / 90077021                   | <u>112,683</u>                            |
| Total CFDA 93.959   |                                    |   | 121,812                                   |
| Preventive Health and Health Services Block Grant Funded<br>Solely with Prevention and Public Health Funds (PPHF)                                   | 93.758                             | 102-500731 / 90072003                   | 20,638                                    |
| Preventive Health and Health Services Block Grant Funded<br>Solely with Prevention and Public Health Funds (PPHF)                                   | 93.758                             | 102-500734 / 49156501                   | <u>7,750</u>                              |
| Total CFDA 93.758   |                                    |   | 28,388                                    |
| Centers for Disease Control and Prevention Investigations and<br>Technical Assistance   | 93.283                             | 102-500731 / 90080081                   | 51,222                                    |
| <i>Community Health Access Network, Inc.</i>  |                                    |   |   |
| Centers for Disease Control and Prevention Investigations and<br>Technical Assistance   | 93.283                             | n/a                                     | <u>2,000</u>                              |
| Total CFDA 93.283   |                                    |   | 53,222                                    |
| <i>State of New Hampshire Department of Health and Human Services</i>   |                                    |   |   |
| Temporary Assistance for Needy Families   | 93.558                             | 502-500891 / 45030203                   | 17,528                                    |
| Family Planning Services  | 93.217                             | 102-500734 / 90080203                   | 52,490                                    |
| Hospital Preparedness Program (HPP) and Public Health<br>Emergency Preparedness (PHEP) Aligned Cooperative<br>Agreements                            | 93.074                             | 102-500734 / 49156501                   | 58,583                                    |
| Immunization Cooperative Agreements   | 93.268                             | 102-500731 / 90023010                   | 11,946                                    |
| Maternal and Child Health Services Block Grant to the States  | 93.994                             | 102-500731 / 90080400                   | 22,992                                    |
| <i>Bi-State Primary Care Association</i>  |                                    |   |   |
| Cooperative Agreement to Support Navigators in Federally-<br>facilitated and State Partnership Marketplaces   | 93.332                             | n/a                                     | <u>49,428</u>                             |
| Total U.S. Department of Health and Human Services  |                                    |   | 2,525,936                                 |
| <u>United States Department of Agriculture</u>  |                                    |   |   |
| <u>Pass-Through</u>   |                                    |   |   |
| <i>State of New Hampshire Department of Health and Human Services</i>   |                                    |   |   |
| Special Supplemental Nutrition Program for Women, Infants,<br>and Children  | 10.557                             | 102-500743                              | <u>487,524</u>                            |
| Total Federal Awards, All Programs  |                                    |   | <u>\$ 3,013,460</u>                       |

The accompanying notes are an integral part of this schedule.

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Notes to Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2016**

**1. Basis of Presentation**

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Goodwin Community Health and Subsidiary. 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 the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Goodwin Community Health and Subsidiary.

**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. Pass-through entity identifying numbers are presented where available. Goodwin Community Health and Subsidiary has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



**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**

Board of Directors  
Goodwin Community Health and Subsidiary

We have audited, in accordance with U.S. generally accepted auditing standards 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 Goodwin Community Health and Subsidiary (the Organization), which comprise the balance sheet as of June 30, 2016, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 13, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the auditing 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 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 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 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.

Board of Directors  
Goodwin Community Health and Subsidiary

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Organization'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 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.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2016



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
Goodwin Community Health and Subsidiary

**Report on Compliance for the Major Federal Program**

We have audited Goodwin Community Health and Subsidiary's (the Organization) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended June 30, 2016. The Organization's major federal program is 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 the Organization's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; 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 the Organization'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 the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

***Opinion on the Major Federal Program***

In our opinion, Goodwin Community Health and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2016.

## Report on Internal Control Over Compliance

Management of the Organization 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, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the 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 the Organization'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.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2016

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Schedule of Findings and Questioned Costs**

**Year Ended June 30, 2016**

**1. 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 that are not considered to be material weakness(es)?  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 that are not considered to be material weakness(es)?  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 2 CFR 200.516(a)?  Yes  No

Identification of major programs:

| <u>CFDA Number</u> | <u>Name of Federal Program or Cluster</u>   |
|--------------------|---|
|                    | Health Centers Cluster  |
| 93.224             | Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care) |
| 93.527             | Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program  |
| 93.526             | Affordable Care Act (ACA) Grants for Capital Development in Health Centers  |

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee?  Yes  No

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**  
**Schedule of Findings and Questioned Costs (Concluded)**  
**Year Ended June 30, 2016**

**2. Financial Statement Findings**

None

**3. Federal Award Findings and Questioned Costs**

None





**Board of Directors  
Fiscal Year 2017**

| <b>Name</b>            | <b>Title</b> | <b>Occupation</b>         | <b>Consumer</b> |
|------------------------|--------------|---------------------------|-----------------|
| David B. Staples, DDS  | Chair        | Dentist                   | x               |
| Valerie Goodwin        | Vice-Chair   | Business                  | x               |
| Mark Boulanger         | Treasurer    | CPA                       |                 |
| Jennifer Glidden       | Secretary    | DHHS Admin. Supervisor    | x               |
| Don Chick              | Member       | Photographer              | x               |
| Whitney Galeucia       | Member       |                           | x               |
| Lisa Hall              | Member       | Retired Accountant        |                 |
| Allyson Hicks          | Member       | Hospital Finance Director |                 |
| Abigail Sykas Karoutas | Member       | Attorney                  |                 |
| Mathurin Malby, MD     | Member       | Physician                 |                 |
| Allison Neal           | Member       | Education Consultant      | x               |
| Suzanne Onufry         | Member       | Retired                   | x               |
| Yulia Rothenberg       | Member       | Education Consultant      | x               |
| Marissa Scott          | Member       | Music Therapist           | x               |
| Jeffrey Segil, MD      | Member       | Physician-OB/GYN          |                 |

# JANET MARIE LAATSCH

---

Professional Health Care Administrator with years of leadership experience  
in operations, finance and development.

---

## SUMMARY OF SKILLS

*Budget Development and Management \* Financial projections \* Grant Writing \* Development  
Strategic Planning \* Relationship Building \* Patient Satisfaction  
Quality Improvement \* Provider Recruitment and Retention*

---

## PROFESSIONAL EXPERIENCE

Goodwin Community Health, Somersworth, NH –An Innovative Federally Qualified Health Center with an integrated health care model quoted by the Commissioner as the ‘model of the future’ for NH.

### Executive Director

2005-Present

- Created an innovative, affordable health care program for small-medium businesses
- Created strategic partnerships and collaborative programs with other health care organizations
- Advanced the Health Center by receiving \$5.8M in grant funding for a new building
- Merged three locations into one, reduced costs and improved access
- Secured over \$25M in grant funding since 2001
- Initiated and integrated behavioral and primary care
- Realized revenue growth through increased collections
- Performed ongoing Board development
- Acquired a for-profit mental health practice
- Successful recruitment and retention of providers
- Submitted and awarded NCQA Medical Home, Level III Certification
- Demonstrated improvements in patient outcomes and satisfaction

### CEO Great Bay Mental Health Associates

2012-Present

- Recruited seven new therapist/prescribers
- Recognized a surplus for the first time in 12 months

### Finance Director

2003-2005

- Awarded Federally Qualified Health Center grant in 2004-\$750,000 in perpetuity
- Additional grant award for \$150,000 to expand into behavioral health
- Obtained \$450,000 in grants to initiate the oral health program
- Ended each year with a surplus
- Successful integration of oral health and primary care

### Fund Development

2001-2003

- 80% success rate for grants
- Successful annual appeals

### Grant Writing Services,

1999-2001

N. Hampton, NH

Sole Proprietor

- Successfully wrote and received grants for health care organizations and education
- Development of a business plan for a local specialist practice.

**North Shore Medical Center (Partners Health Care)** 1998-1999  
Salem, MA  
**Consultant for North Shore Community Health Center**  

- Hired for a year to improve cash flow and operations
- Successfully ended up with a surplus
- Recruitment of a Medical Director, and other providers
- Successful obtained state and federal funding to support the Health Center

**Director of Nursing for ambulatory and emergency care** 1993-1998  

- Co-Chair of the Nursing Quality Improvement Committee
- Increased revenue per visit in the emergency room
- Successfully prepared new clinics for licensure and accreditation
- Community Benefit liaison for the hospital
- Co-Chair of the Community Health Network for the North Shore Hospital
- Obtained several awards from Partners Health Care for Community Leadership

**Manager of Intermediate Cardiac Care and Telemetry Unit** 1991-1993  

- Reduction in length of stay by 1.5 days
- Development of a new 24 hour observation unit for patients with chest pain
- Increased skill level of nursing staff to reduce cardiac care length of stay
- Implementation of new patient care models to reduce the cost of care

**Registered Nurse-** Various positions as a RN including ICU, ER, Boston Visiting Nurse Assoc. 1981-1991

---

**EDUCATION:**

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

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

---

**VOLUNTEER ACTIVITIES:**

Rochester NH Rotary Member and Past President  
Board member Community Health Access Network  
Board member for Bi-State Primary Care Association  
Past United Way of the Greater Seacoast Board Member

---

**LICENSES:**

N.H. Real Estate Broker  
N.H. Nursing License

---

**INTERESTS/PERSONAL:**

Running, hiking, reading, leadership development

## 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.

### Education

September 1998 – May 2002

**Bachelor of Science in Health Management & Policy**  
University of New Hampshire  
Durham, New Hampshire 03824

### Related Experience

July 2011 – Present

**Chief Financial Officer**  
Goodwin Community Health

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

August 2006 – June 2011

**Service Expansion Director**  
Avis Goodwin Community Health Center

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

January 2005 – August 2006

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

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

May 2004 – January 2010

**Dental Coordinator**  
Avis Goodwin Community Health Center

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

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

July 2003 – May 2004

**Administrative Assistant to Medical Director**

Avis Goodwin Community Health Center

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

December 2002 – May 2004

**Billing Associate**

Avis Goodwin Community Health Center

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

June 2002 - December 2002

**Billing Associate**

Automated Medical Systems

Salem, New Hampshire 03079

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

## Work Experience

October 1998 – May 2002

**Building Manager**

Memorial Union Building – UNH

Durham, New Hampshire 03824

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

## References

Available upon request

# Riona A. Corr Francoeur

## 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 (June 2016-Present)*

### **Goodwin Community Health Services**

- Responsible for WIC, BFPC and CSFP grants at Goodwin Community Health Center through NH DHHS
- Responsible for staffing under grants listed
- Responsible for budget, workplans, outreach, operations and function of each grant listed above
- Responsible for Primary Care Nutritionist at GCH
- Responsible for Prenatal Nutritionist at GCH
- Member of Safety Committee, CQI, and Strafford County Public Health Network workgroups at GCH
- Integral part of leadership team at GCH

*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
- Collect hematological and anthropometric data for each participant
- Provide customer services in the appropriate area for each participant
- Refer clients to appropriate community and state programs
- Communicate effectively with Lead Nutritionist and Nutrition Coordinator

*Volleyball Coach*

**Saint Thomas Aquinas (2014-present)**

- Varsity Co-coach for 2014 season
  - Coach/teach and demonstrate volleyball for all participating levels
  - Prepare off-season open gyms and clinics
  - Organize "Dig Pink" donation night for breast cancer awareness
- Varsity Assistant Coach for 2013 Season

**Great Bay Volleyball Association, Rochester, NH (December 2010-December 2015)**

- Coach/teach and demonstrate volleyball for 18 and under age groups

**FIELD EXPERIENCE**

---

*Quality Improvement Projects*

**LEAN Project, Department of Health and Human Services, Concord NH (October-November 2014)**

- Local Agency representative for LEAN Project regarding DHHS State Agency WIC Program Management Evaluation Process with Local Agencies

**Public Health Quality Improvement Project, Department of Health and Human Services, Concord NH (2012)**

- Local Agency Representative for QI project regarding Diabetes Mellitus follow up/ work flow in the WIC Program
- Attended Public Health QI 101 Training
- Created Value stream map of process in local agency
- Developed training process for local agency staff and follow up procedures/workflow

*Events*

**Fit Fair, Goodwin Community Health July 2014**

- Hosted fit fair to promote exercise for public and WIC participants for over 150 people on GCH campus
- Set up 15 stations of “activities” for families and children to be active
- Received donations of food and water items for event
- Ruffled gifts to participants at event
- Promoted GCH and WIC at event, included local health agencies and had sign up table available for agencies

**Childrens Literacy Foundation (CLiF) Reading Event, Goodwin Community Health (December 2013) (July 2015) (October 2016)**

- Organized Reading event for WIC children and families
- Reached out to local businesses for donations and raffle prizes
- Organized event of 100+ attendants for reading time
- Organized a “Santa” surprise visit for December Reading Event
- Created giveaways for each child

*Group Counseling*

**Empowering Whole Health, Somersworth NH (April 2014-July 2014)**

- Facilitated group nutrition counseling for GCH grant
- Offered healthy Snack with nutrition information and answered questions regarding nutrition/ diabetes

**AIM-HI, Goodwin Community Health, Somersworth, NH (March 20, 2013)**

- Facilitated group nutrition counseling for AIM-HI Group medical visit grant
- Counseled 11-16 attendees at a time regarding chronic disease support, intervention, goal planning and recipes
- Used motivational interviewing and metaphor pictures for probing techniques
- Provided and created a low glycemic pasta salad and recipe for tasting

*Member/Representative*

**CHOICES, NH DHHS, Concord, NH (December 2016 –Current)**

- Member of NH childhood obesity intervention cost effectiveness study (CHOICES) in NH
- Work with NH Choices team , Association of State and Territorial Health Officials (ASTHO) and Harvard Prevention Research Center (HPRC) to promote and disseminate interventions across NH

**Carroll County Early Childhood Coalition (CECC), Conway, NH (August 2016-Current)**

- Member of coalition
- Work with Spark NH, NH Listens, United Way of Greater Boston and representatives of Carroll County to promote kindergarten readiness in the community

**Somersworth Early Childhood Coalition (SECC), Somersworth, NH (March 2016- Current)**

- Member of coalition and work group
- Work with Spark NH, NH Listens, United Way of Greater Boston and representatives of Somersworth to promote kindergarten readiness in community

**Head Start Health Advisory Board, Strafford and Carroll County (November 2012-Current)**

- Member of the Health Advisory Board for both counties

**Head Start Policy Council, Strafford County (November 2012-August 2015)**

- Community Representative

**Healthy Families Program Advisory Board (April 2013)**

*Certification:*

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

**Hemocue** (January 2013)

**TIPS Certified**, Maryland (September 2012)

**CDC**, *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)

**DHHS 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





## Linda Leslie

I have worked with the WIC Program for the past twenty three years. The first two and a half years I worked part time as a Breastfeeding Peer Counselor and then was employed full time as an Administrative Assistant. There have been many changes though out the years and because of these changes, I have picked up many new skills. I believe I am a team player and do an excellent job facilitating my work load.

### EXPERIENCE

- 1997 to Present  
**GOODWIN COMMUNITY HEALTH, Somersworth, NH**  
**Administrative Assistant**  
As Administrative assistant, I have been trusted to handle all situations while supervisor and co-workers are out of the office at clinics. Dealing with all types of people and helping to solve their dilemmas is extremely gratifying. In the past, I participated in changing a handwritten scheduling system over to a computerized system as well as integrating two programs into one. I anticipate partaking in many more changes for the future.
- 1994 to 1997  
**THE CLINIC, Rochester, NH**  
**Breastfeeding Peer Counselor**  
Strafford County WIC Program sponsors The Breastfeeding Peer Counselor Program whose objectives are to educate all prenatal clients and to counsel all breastfeeding clients. Since attending the Offset Printing Course, I have updated all program forms, some handouts, and created a business card to be used on the job.
- 1983 to 1986  
**THE GERRITY COMPANY, INC. Rochester, NH**  
**Inventory and Purchasing Agent/Cabinet Division**  
Working for the cabinet division, some of my responsibilities included purchasing all cabinets, keeping a running inventory, and changing the hand written card system over to a computer system.
- 1981 to 1983  
**THE CITY OF ROCHESTER, Rochester, NH**  
**Automobile Registration Clerk**  
Working in the city clerk's office required serving the public and handling money for payment of water bills, tax bills, and State of NH automobile registrations.

### EDUCATION

- RICHARD W. CRETEAU TECHNOLOGY CENTER, Rochester, NH  
Nov. 1996 to Feb. 1997  
Major: Offset Printing  
A seventeen week course in offset printing which includes instruction in PageMaker and Claris Works along with projects from creation to completed printed work. A two week apprenticeship completed at Phoenix Offset Commercial Printers in the Pre-press Department with emphasis on blue line proofing and metal plate making.
- MacINTOSH COLLEGE, Dover, NH  
Sept. 1981 to May 1982  
Major: Accounting  
Minor: Computer Science

### HOBBIES, ETC.

Volunteering for The Strafford County Head Start Program has given me much satisfaction in the past. Helping with clerical work during the program year of 1993-1994 earned me a facetious title of Copy Machine Queen. I also held an elected position of Policy Council Chairperson for three years running (93-94, 94-95, and 95-96) and chaired monthly meetings for this group. Presently, I am participating on a worship team at my church. Our purpose is to lead meaningful worship and songs. I have also lead several bible studies and am now on the women's ministry team which plans monthly events. This has been an excellent creative outlet for me as well as learning to be in front of large groups of people and help lead them.

### REFERENCES

Provided upon request.

## Ivy Hichens

**Objective:** To expand on my current medical assistant skills with Avis Goodwin.

**Skills:** Skills Obtained vitals, blood collection, x-rays, plate cultures, used autoclave to sterilize instruments.

Chart entries, transcription, scheduled appointments, office filing, prepared patients for examinations and treatments. I also made arrangements for hospital and laboratory procedures for surgeries. Observed minor surgeries.

180 Hours of externship at Head and Neck Specialty Group of NH.

**Education:** Seacoast Career School Sanford, ME  
**Medical Assistant** 2003

McInstosh College Dover, NH  
**Business Administration** 1991

**Experience:** AGCHC (WIC) program Dover, NH  
**Medical Assistant** October 2003 to present

Lowerys Lawn and Patio Furniture N. Berwick, ME  
**Office Management** 1992 to 1997

### Personal Traits:

Highly dependable, flexible, and supportive. Positive and loyal attitude. Involved and enjoy working with others.

### Volunteer work:

Head of the hospitality committee at local church. Fill in Secretary at Seacoast Christian School. On the deacons board. Volunteer at the school for financial help. I also have a music ministry and the Rochester Manor.

**References:** Available upon request

---

REBECCA L.  
BOUDREAU

---

---

EXPERIENCE

---

**GOODWIN COMMUNITY HEALTH CENTER**

**2001-PRESENT**

Somersworth, NH

Breastfeeding Peer Counselor

Certified Lactation Consultant

Height, Weights & Hemoglobin

**STATE OF NH, NH DOT**

**2006-Present**

Dover, NH

Toll Attendant

Shift Leader

**Chad Evans Wrongly Convicted Committee**

**2010-Present**

Co-Chair Rochester, NH

Content and Social Media Manager

**Sanel Auto Parts**

**2013-Present**

Rochester, NH

Logistics Coordinator

Delivery Driver

***"BECKY HAS A  
WILLINGNESS TO LEARN  
NEW SKILLS, IS  
COMPETTIVE BY  
NATURE.  
HAS A SENSE OF HUMOR  
AND PEOPLE SKILLS  
THAT WORK WELL.  
WHEN INTERFACING  
WITH THE PUBLIC"***

***-JOHN NOLAN,  
ROCHESTER TIMES***

---

EDUCATION

---

**ACADEMY OF LACTATION POLICY AND PRACTICE  
JUNE 2009**

**OBJECTIVE**

—  
To Contribute to the  
success of a dynamic  
organization, through  
flexibility and creativity

**BASICS OF BREASTFEEDING  
JUNE 2001**

**DANIEL WEBSTER COLLEGE  
NASHUA, NH  
1998-2000**

**RELATED COURSES:**

**SALES MANAGEMENT  
PUBLIC SPEAKING  
COMPUTERS  
ACCOUNTING  
PSYCHOLOGY  
MARKETING**

---

**SKILLS**

—  
Excellent Customer  
Service Skills

Knowledge of Windows,  
Word, Excel

Maintain accurate,  
detailed written client  
files

---

---

---

# NANCY BRINK

---

## PROFESSIONAL SUMMARY

---

- Highly skilled and empathetic Certified Lactation Counselor with 15 years experience promoting, educating and supporting pregnant and nursing mothers to reach their breastfeeding goals
- Committed to breastfeeding initiation and duration in at risk populations
- Attentive and effective communicator in varied public, private and cross-cultural settings

## SKILLS

---

- People-oriented
- Emotionally supportive
- Socially aware
- Culturally sensitive
- Nutrition and Breastfeeding knowledgeable
- NH Department of Health and Human Services: Breastfeeding Peer Counselor Training
- Healthy Children's Center for Breastfeeding : Certified Lactation Counselor Training (1998, 2007)
- Varied cross-cultural training and experience

## WORK HISTORY

---

AUGUST 2010-CURRENT

*Seasonal Sales Associate and Greeter \*Kittery Trading Post | Kittery ME*

- Asked open-ended questions to assess customer needs and guided them to particular store areas
- Described product to customers and accurately explained details and care of merchandise

AUGUST 2013-CURRENT

*Grandmother \*Kyle and Lora Lewis | Dover NH*

- Cared for grandchildren in their physical and emotional needs
- Encouraged good behaviors using positive reinforcement
- Organized and engaged in creative play with them

MAY 1995-MARCH 2010

*Breastfeeding Peer Counselor/Certified Lactation Counselor \*Goodwin Community Health Center | Somersworth NH*

- Engaged WIC clients and their families at their regular appointments
- Counseled pregnant and nursing mothers with support and lactation and nutrition education
- Cross-trained in WIC voucher issuance
- Developed Prenatal and Primary Care breastfeeding program

## EDUCATION

---

1978

*Bachelor of Science: Forestry*

University of Maine at Orono, Orono, ME

Amanda M. White, CLC

Education: 5/24-5/28/04 Certified Lactation Counselor Certificate Program by The Healthy Children Project, Inc. in Concord, NH. Continued breastfeeding education to keep certificate current.

4/1-4/4/02 18 Hour NH Breastfeeding Peer Counselor presented by Paula Oliveira RN, BSN, IBCLC in Manchester, NH.

1997-98 Attended Paradise Valley Community College  
Credits in General Studies and Early Childhood Education

1997 Graduate of Kingswood Regional High School with Honors  
Major in Mathematics

Employment: February 2010-present day

- Ossipee Concerned Citizens, Inc. Meals on Wheels  
Director of Elderly Nutrition Program

Duties include but not limited to:

Daily operations of the meals program.

Interview and screening of potential recipients of home delivered meals to determine eligibility.

Referrals to other services that meet their needs.

Submit all required forms to the state, XX and TIII home delivered and congregate.

Maintain daily accurate MOW lists for volunteers.

Maintain accurate files on each recipient.

Contact appropriate town officials when necessary for approval.

Complete financial reimbursement forms of state, town and private payments.

Submit monthly and quarterly figures to Executive Director for billing and unit statistical reports.

Work with other agency and civic groups.

Support other staff members to insure excellent service to our recipients.

January 1999-present day

- Ossipee Concerned Citizens, Inc. WIC Nutrition Program  
Client Service Coordinator and  
Certified Lactation Counselor

Duties include but not limited to:

Counseling prenatal and breastfeeding women.

Respect confidentiality.

Maintain accurate records of contacts with participants.

Referrals to other helpful services in area.

Attend monthly meetings, trainings and conferences as needed.

Continue breastfeeding education.

Issue manual and electric breast pumps, perform follow up and  
keep track of pumps.

Education, issuance, use of NH WIC vouchers

Support other staff with participant services.

January 1998-October 2000

- Ossipee Concerned Citizens, Inc. Childcare Center  
Pre-school Teacher Assistant

September 1997-January 1998

- Walgreens Pharmacy  
Cosmetics and Cashier

August 1996-September 1997

- Pop's Doughnuts  
Counter Help, Cashier, Hand Doughnut Cutter, Advertisement and Packaging

March 1996-August 1996

- Dunkin Donuts  
Counter Help and Cashier

May 1994-November 1995

- Staffords-in-the-fields  
Housekeeper, Server, Cook-aid, and Decorator



# Sandy Gelinis

## **Education**

1982-1986 Kingswood Regional High School  
Some college

## **Awards**

Employee of the Quarter 2016

## **Work Experience**

11/2/1998-present  
Goodwin Community Health  
311 Route 108  
Somersworth, NH 03878  
(603)332-4358

## **Duties as Program Assistant:**

Work intake station at WIC Clinics. Enters and verifies eligibility criteria into application process to certify participants. This is done in compliance with WIC policy and procedure manual  
Issue and explain food vouchers to participant at follow-up nutrition appointments and certification appointments

Provide second nutrition education contact when applicable.

Assist in various office duties including filing, photocopying, participant count, preparing voucher folders, filling in for receptionist when needed and other work as directed by WIC supervisor.

Provide participants with appointments for WIC

Make voucher appointment reminder calls

Perform voucher "no-show" follow-up duties, to include contacting

Participants to reschedule them for missed voucher appointments.

Prepare supplies for WIC mobile clinics and assist with transportation to mobile clinic Helps with set up and breakdown when needed.

## **Duties as CSFP Manager:**

Prepares numbers for food ordering of CSFP packages.

Schedules CSFP distribution dates.

Coordinates appointment reminders.

Follows up on No Shows.

Manages distribution of remaining food boxes.

Reconciles food disbursement numbers.

Maintains CSFP files.

Coordinates w/ housing supervisors for records and delivery.

Acts as part of WIC certification team.

Does general office work, as directed.

## **Accreditation:**

Hemocue online testing

Lead testing

Loving support and peer counseling

October, 2016-present  
Granite State Shuttle Service  
760 Central Ave  
Dover, NH 03820  
(603)516-9222

## **Night Dispatch Duties:**

Data entry, checking drivers' paperwork, locking up at night, emailing reports, scanning paperwork.

Jo-ann T. Ames

1980 – Present

**WIC Program, Ossipee Concerned Citizens, Inc.**

Assisted in the initial organization of the WIC Program to provide services to the southern portion of Carroll County. This included door to door outreach efforts in the community to provide explanation and information about program eligibility and benefits. Assisted in clinic organization, preparation and implementation.

Am presently Program Manager of Carroll County WIC Program providing services to all of Carroll County. Attend meetings, trainings and workshops as needed. Attend clinics, issue food vouchers, answer telephone, schedule appointments, provide referrals, attend monthly safety meetings, work with healthcare providers, social service agencies and other community organizations. Work directly with clients in both clinic and office setting.

I have worked in human services for over thirty years providing a variety of services to the community.

1979 – 1980

**Family Planning, Ossipee Concerned Citizens, Inc.**

Attended meetings, workshops and trainings as needed, answered telephone, scheduled appointments, met with clients in office.

**Fuel Assistance, Ossipee Concerned Citizens, Inc.**

Attended meetings, workshops and trainings as needed, answered telephone and scheduled appointments, met with applicants either in office setting or by home visit for the purpose of program eligibility including income and residence eligibility.

1969

**Education**

Diploma, Kingswood Regional High School, Wolfeboro, NH

# Mika Buckley

## Education

- Medical Office Administration Certificate Great Bay Community College Portsmouth, NH
- Volunteer Office Administration at Goodwin Community Health, Somersworth, NH Clerical/Data Entry

## Experience

Goodwin Community Health 6/3/2013-Present WIC Program Assistant

- Work intake station at WIC Clinics. Enters and verifies eligibility criteria into application process to certify participants. This is done in compliance with WIC policy and procedure manual.
- Issue and explain food vouchers to participant at follow-up nutrition appointments and certification appointments Provide second nutrition education contact when applicable.
- Assist in various office duties including filing, photocopying, participant count, preparing voucher folders, filling in for receptionist when needed and other work as directed by WIC supervisor.
- Provide participants with appointments for WIC. Make voucher appointment reminder calls. Perform voucher "no-show" follow-up duties, to include contacting Participants to reschedule them for missed voucher appointments.
- Prepare supplies for WIC mobile clinics and assist with transportation to mobile clinic Helps with set up and breakdown when needed.

## Skills

- Trained in Medical Office Administration
- Knowledgeable in Medical Terminology
- Pathophysiology
- Experience with cashiering
- Managed in Payments
- Educated in Medical Coding/Billing



# DIANA L. KENT

## SUMMARY OF QUALIFICATIONS

- 24 years of Department of Defense service in Logistics, Supply, and Acquisition, including wartime operations and twelve outstanding awards throughout government career ending with early retirement in October 2002
- 7 years as a successful Business Owner with excellent customer service, organizing and financial skills
- Strong communication skills, dedicated work ethic, effective problem-solving ability, and flexibility

## EXPERIENCE

### **Straight From the Heart Pet Sitting Service**

**2004 – 2011**

Hampton, NH  
Owner

- Operated pet-sitting service providing walks, visits, feeding, medication, and play time with pets at clients' homes
- Started business, advertised, and developed website and handle all accounting, record keeping, and tax reporting

### **U.S. DEPARTMENT OF DEFENSE**

**1979 – 2002**

#### **SURFLANT**

**1999 – 2002**

Norfolk, VA

#### **Logistics Management Specialist, GS-12**

- Developed ordnance and weapon requirements to support 123 US ships and 36 US shore commands
- Ensured all commands maintained inventory accuracy and adhered to safety regulations
- Provided guidance, training and justification to support commands' needs

#### **Naval Special Warfare Group II**

**1989 – 1999**

Norfolk, VA

#### **Inventory Management Specialist GS-9/GS-11**

- Developed ordnance and weapons requirements for Naval Special Warfare Group II Navy Seals
- Primary liaison for training, real world requirements, and resolving asset accountability
- Ensured all commands maintained inventory accuracy and adhered to safety regulations
- Provided guidance, training and justification to support commands' needs

#### **QVC**

**1999 – 2002**

Chesapeake, VA

#### **Order Entry Representative**

- Part-time evening position handling customer orders
- Continuous customer service contact and strong communications skills required.
- Received outstanding performance evaluation for customer service, quality, productivity, and problem resolution.

**Diana L. Kent**

---

~ Page 2 ~

- Norfolk Naval Shipyard** **1988 – 1989**  
Portsmouth, VA  
**Inventory Management Specialist, GS-7**
- Coordinated material requirements for various stages of overhaul of submarines and chaired weekly meetings
  - Developed weekly and monthly status reports for NAVSEA
- Portsmouth Naval Shipyard** **1979 – 1988**  
Kittery, ME  
**Inventory Management Specialist GS-9** **1986 – 1988**
- Program inventory manager of all inventory in support for submarines at various stages of overhaul
  - Provided various reports to NAVSEA and chaired supply material problem meetings
  - Required extensive liaison work between numerous internal and external customers
- Inventory Management Specialist, GS-7** **1984 - 1985**
- Supported all nuclear waterfront material problems for four submarines at various stages of overhaul
  - Expedited commercial contracts and requisitions and provided latest status to management, department and submarine representative
- Supply Clerk, GS-5/ Procurement Clerk, GS-4/ Clerk Typist, GS-3** **1979 - 1985**
- Supported Material Liaison, Purchasing, and Receiving Departments
  - Expedited status for commercial contracts daily, provided liaison support to purchasing, receiving and all shops involved in repair process, placed orders, and maintained correspondence for 15 personnel in Material Liaison Department.

**EDUCATION**

- M.S., Public Administration, *summa cum laude*, 3.92 GPA** **1994**  
Troy State University, Norfolk, VA
- B.A., Human Resource Management, *magna cum laude*, 3.75 GPA** **1992**  
Saint Leo University, Norfolk, VA

# Diana Robinson, RD, CLC

---

## Education

### Bachelor of Science | 1995 | Keene State College

- Major: Dietetics
- Other coursework: Business Administration

### Sodexo-Marriot Distance Education Internship for Dietetics | 1999 – 2000

- Clinical & Foodservice rotations at Lahey Clinic
- Community Rotations at Cooperative Extension, Head Start & Meals on Wheels

### Certificate In Pediatric & Adolescent Weight Management From ADA | 2006

### Certified Lactation Counselor Course | 2005 & 2014

### RTS (Resolve Through Sharing) Perinatal Bereavement Online Courses | 2015

### Birth Arts International – Postpartum Doula Certification | in process

## Skills & Talents

### Leadership

- Officer, VP of Publicity: Nottingham Women's Club [2014 – present]
  - Scholarship Committee Chairperson - 2015
- Gerber Field Trainer [2010 – 2015]
- Treasurer of Keene State College Dietetic Association [1993 – 1994]

### Communication

- Ability to develop initial rapport and subsequent genuine relationships with clients
- Experience in Motivational Interviewing, Coaching, and Training of both clients and Medical Professionals
- Excellent written and verbal communication skills
- Well-developed and engaging public speaker

### Grants Received

- \$350,000. Grant for an Obesity Prevention Program for children in after school programs. [Community Teamwork 2002]
- Awarded \$350,000. Grant from USDA for developing the Fit WIC program in the NH WIC local agencies. [State of NH 2006]
- Awarded \$10,000. Grant from The March of Dimes to expand Folic Acid Education and Birth Defect Prevention [State of NH 2006]

### Volunteer Work

- Exeter Hospital Perinatal Bereavement Support Program [Jan 2014 – present]
  - Direct phone contact with bereaved mothers who have experienced a perinatal loss.
  - Collaboration with Perinatal Bereavement Support/Process Group Organizers.
  - Organize "A Heart to Hold" donations to local hospitals to use with their families.

## Work Experience

### **Dietitian | Goodwin Community Health Center – WIC & ObGyn | September 2015 – present**

- Womens & Pediatric Nutrition Assessment and Counseling including Breastfeeding Education & Support

### **Owner | Bumps and Babes LLC | 2015 - present**

- Nutrition Education, Lactation Support & Postpartum Doula Services for Pregnant & Postpartum Women.
- Conduct Prenatal Wellness Classes and Newborn Mother's Groups.

### **Pediatric Nutrition /Gerber Field Trainer | Nestlé Infant Nutrition | May 2007 – March 2015**

- Collaboration with and education of Maternal Child Health Care Providers/Clinicians about infant/pediatric nutrition and breastfeeding resources and services to assist in improving patient outcomes.
- Plan and implement educational programs for clinicians including Speakers Bureau Events, Teleconferences, & Continuing Education.
- Strong collaborator with Northeast Region team including leading our NICU Action Team Monthly Conference Calls.
- Liaison with VT & NH State Agencies

### **Health Promotion Advisor | State Of NH, Department of Health and Human Services | August 2005 - May 2007**

- Manager of the NH Folic Acid Education Program (Birth Defect Prevention)
- Team Dietitian for coordination of NH Nutrition services and state Breastfeeding Programs implemented at local agencies
- Plan and implement educational/training programs for State Nutrition personnel

### **Senior Nutritionist | WIC Community Teamwork, Inc | November 2001 - August 2005**

- Develop and Implement nutrition protocols for the WIC Program based on State & Federal USDA regulations
- Leader of nutrition staff & Breastfeeding Peer Counselors – Coaching and development of Exceptional Nutritionists & Counselors
- Maternal & Child Nutrition Assessment and Counseling, Manage Breastfeeding Peer Counselor Program
- Outreach activities to promote the WIC program including collaboration with outside agencies to enhance access and nutrition services

### **Senior Nutritionist | WIC Community Action, Inc | December 2000 - November 2001**

- Develop and Implement nutrition protocols for the WIC Program based on state & Federal USDA regulations
- Leader of nutrition staff – Coaching and development of Competent Nutritionists

### **Nutritionist | Community Teamwork, Inc | August 1997 - December 2000**

#### Head Start & WIC

- Nutrition oversight for foodservice operation feeding 1000+ meals per day
- Pediatric Nutrition Assessment and Counseling, Breastfeeding education and support
- Outreach activities including collaboration with outside agencies to enhance access and nutrition services

### **Dietitian | Exeter Health Resources | June 1995 - August 1997**

- Clinical nutrition assessment and counseling of acute and long term care patients

---

Diana Robinson, RD, CLC

## **Shannon Sturgill**

---

### **EDUCATION**

#### **Dietetic Internship**

University of New Hampshire, Durham, NH  
January 2004- August 2004

#### **Bachelors of Science in Dietetics**

James Madison University, Harrisonburg, VA  
September 1999- August 2003 Cum GPA 3.7

### **CERTIFICATES**

Registered Dietitian (achieved in 2004, lapsed in 2011)  
Food Safety and Sanitation

### **WORK EXPERIENCE**

- **Primary Care Physician Nutritionist/WIC Nutritionist per diem-**  
Goodwin Community Health Center- Somersworth, NH Oct. 2015- present
- **Nutrition assistant/voucher clerk,** Avis Goodwin Community Health Center, Dover, NH May 2009 - Oct 2010
- **Consultant Dietitian,** self-employed, Dover, NH Aug 2007- Jan 2008
- **Dietary Technician,** Wentworth Douglass Hospital, Dover, NH, May 2002- October 2002 & May 2003- August 2003
- **Head of Fitness Department,** Camp Greystone, Tuxedo, NC May 2001- Aug 2001

### **VOLUNTEER EXPERIENCE**

- **Center for Health Enhancement-** Class manager of weight management class, February 2004
- **Camp Carefree Diabetes Camp-** Diabetes Educator, August 2003
- **Women's Infants and Children (WIC)-** Nutrition counselor, November 2002- May 2002

### **PROFESSIONAL REFERENCES**

Riona Francoeur, Director of WIC at Goodwin Community Health Center

Carol Garlough, Operations director at Goodwin Community Health Center

Moe, General Manager at the Olive Garden, Newington, NH



## JENNIFER M. JESTUDE-MALONE

- PROFESSIONAL OBJECTIVE** Position in the area of human nutrition and dietetics pertaining to public health services such as diet therapy, consultations and clinical work or a position in food service leading to management.
- EDUCATION** B.S., 1980, College of Life Sciences and Agriculture  
UNIVERSITY OF NEW HAMPSHIRE, Durham, NH  
Major: Human Nutrition and Dietetics  
~ American Dietetic Association qualifications in clinical, general and basic specializations.  
**Academic Honors:** Dean's List
- EXPERIENCE**
- Present AVIS GOODWIN COMMUNITY HEALTH CENTER, Rochester, NH  
**WIC Nutritionist:** Provide nutrition education services to pregnant, breastfeeding and postpartum women, infants and children at certification clinics.
- 2001 ROCKINGHAM COMMUNITY ACTION, Exeter, NH  
**WIC Nutritionist:** Provided nutrition education to pregnant, breastfeeding and postpartum women, infants and young children to improve their health; assisted with data entry and other clerical tasks.
- 1991 THE CLINIC, Dover, NH  
**Nutrition Coordinator:** Coordinated, provided and evaluated the delivery of nutrition services to pregnant and breastfeeding women, infants and children in the Prenatal, Family Planning, WIC Programs; developed the nutrition component of Prenatal and Family Planning grant applications.
- 1982 STRAFFORD COUNTY WIC PROGRAM, Rochester, NH  
**Nutritionist/Nutrition Educator:** Delivered nutritional care services to pregnant, breastfeeding women, infants and children; developed nutrition education materials; monitored participating vendors; developed and implemented nutrition education plans for fiscal year; provided in-service education to health care staff and community.
- 1981 DOVER SCHOOL SYSTEMS, Dover, NH  
**Substitute Teacher:** Instructed students in elementary and secondary grade levels. Subjects taught included social and physical sciences, language arts, mathematics, home economics, French and Spanish.
- 1981 DOVER SCHOOL SYSTEMS, Dover, NH  
**Tutor:** Instructed high school level students with various emotional and physical handicaps. Subjects taught included algebra, physical sciences, language arts and French.
- REFERENCES** References will be furnished upon request.

# Ashley Clawson

## **Summary of Skills:**

Highly experienced trainer, supervisor, and leader  
Excellent interpersonal, written, and public speaking communication skills  
Demonstrated initiative and ability to multi-task without sacrificing quality  
Showed great organizational skills while managing multiple projects simultaneously

## **Education:**

MBA, Human Resources 01/2017-Present

Southern New Hampshire University, Manchester, NH

BS, Nutrition and Wellness 12/2016

University of New Hampshire, Durham, NH

AS, Instructor of Military and Science Technology 06/2012

Community College of the Air Force, Maxwell AFB, AL

Certifications: CPR/AED, NASM Personal Trainer, ServSafe, Web Database Development, Nutrition for Health, Wellness, and Sports, Community College of the Air Force Instructor-Level I

## **Experience:**

Goodwin Community Health- WIC Nutritionist 02/2017-Present

- Provides/evaluates nutrition information delivery to WIC participants
- Identifies and interprets medical and nutritional assessment data
- Develops/delivers nutrition education and related activities
- Works with healthcare team to support patient and provider to achieve goals

The Works Health and Fitness Center- Personal Trainer 09/2015-01/2017

- Develops and conducts personalized fitness programs for a variety of clients with a wide variety of skills, ailments, and goals
- Assists and instructs members on proper safety and effective use of gym equipment and machines
- Constantly motivates clients to achieve personalized goals

United State Air Force- Supervisor and Instructor 08/2002-06/2013

- Provided excellent customer service to a variety of organizations and individuals
- Planned, organized, and directed education programs and activities: physical training, job related initial and continuation training, work-center wellness
- Instructed a variety of educational topics to varied individuals within and outside the organization: stress management, public, written, and interpersonal communication, supervisory and leadership skills
- Used computer software programs to develop presentations in support of educational goals: PowerPoint, visual aids, and flyers
- Developed/managed work center training program for 50 members
- Lead a variety of work center teams in a multitude of situations

- Consistently and successfully supervised and mentored subordinates
- Counseled and advised individuals on academic/non-academic problems
- Provided management consultant services to partner organizations
- Conducted/administered symposiums, workshops, and conferences
- Evaluated program management effectiveness and provided feedback
- Developed and submitted budget requirements

## **DENISE H. LOZIER**

### **OBJECTIVE**

I wish to improve the nutritional health and knowledge of all WIC families. I wish to improve the gestational health, birth outcome, and infant feeding practices of WIC's prenatal and postpartum population while increasing the percentage of women that choose to breastfeed.

### **SKILLS**

- Computer Literate
- Electronic Medical Records Program
- Applied Internet Research
- Low Literacy Level Education Material Production
- Supervise Breastfeeding Peer Counseling Staff

### **WORK EXPERIENCE**

Currently employed at Goodwin Community Health Center, Somersworth, NH:

|  |              |
|--|--------------|
| Public Health Dietitian                      | 2001-Present |
| Women, Infant and Children Nutritionist      | 2000-Present |
| WIC Breastfeeding Peer Counselor Coordinator | 2001-Present |
| Per Diem Diet Technician                     | 2000         |
| Waitperson                                   | 1998-2000    |
| Administrative Assistant                     | 1984-2000    |
| Apartment Manager                            | 1996-1997    |

### **EDUCATION**

The Center for Breastfeeding of The Healthy Children Project

Certified Lactation Consultant, May 2004

Commission on Dietetic Registration

Registered Dietitian, May 2001

University of New Hampshire, Durham, New Hampshire

Dietetic Internship, August 2000

University of New Hampshire, Durham, New Hampshire

BS, Nutritional Science, May 1997 Graduated Magna Cum Laude

Marshwood High School, Eliot, Maine Graduated 1984

**CONTRACTOR NAME**  
 Goodwin Community Health  
Key Personnel

| Name                    | Job Title             | Salary     | % Paid from this Contract | Amount Paid from this Contract |
|-------------------------|-----------------------|------------|---------------------------|--------------------------------|
| Janet Laatsch           | CEO, GCH              | 155,291.14 | 0                         | 0                              |
| Erin Ross               | CFO, GCH              | 103,52.42  | 1.28%                     | 1,313.52                       |
| Riona Corr              | Director WIC Services | 54,779.62  | 100%                      | 54,779.62                      |
| Linda Leslie            | Admin Asst            | 30,154.46  | 100%                      | 30,154.46                      |
| Ivy Hichens             | Medical Asst          | 27,457.04  | 100%                      | 27,457.04                      |
| Becky Bourdreau         | BFPC                  | 8,611.60   | 100%                      | 8,611.60                       |
| Nancy Brink             | BFPC                  | 9,776.00   | 100%                      | 9,776.00                       |
| Amanda White            | BFPC/PA               | 12,024.98  | 100%                      | 12,024.98                      |
| Sandy Gelinias          | Program Asst          | 29,621.28  | 100%                      | 29,621.28                      |
| Joann Ames              | Program Asst          | 31,965.77  | 100%                      | 31,965.77                      |
| Mika Buckley            | Program Asst          | 25,565.69  | 100%                      | 25,565.69                      |
| Diana Kent              | Program Asst          | 15,125.76  | 100%                      | 15,125.76                      |
| Diana Robinson          | PN Nutritionist       | 6,890.62   | 100%                      | 6,890.62                       |
| Shannon Sturgill        | PCP Nutrionist        | 7,323.39   | 20%                       | 1,464.68                       |
| Jennifer Jestude-Malone | Nutritionist          | 12,790.72  | 100%                      | 12,790.72                      |
| Ashley Clawson          | Nutritionist          | 29,698.50  | 100%                      | 29,698.50                      |
| Deni Lozier             | BFPC Corrd/Nutrionist | 48,465.46  | 100%                      | 48,465.46                      |



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



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

Handwritten: 4V 14

August 18, 2015

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

Handwritten: 10/7/15 #14

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend existing agreements with the vendors listed below by increasing the price limitation by \$66,451 from \$13,205,552 to \$13,272,003 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, effective date of Governor and Executive Council approval with no change to the completion date of June 30, 2017. Governor and Executive Council approved the original request on May 13, 2013 (item #47, 48, 49), amended on June 18, 2014 (item #89), and amended on April 8, 2015 (item #25). 100% Federal Funds.

Table with 5 columns: Vendor, Location, Current Modified Budget, Total Increase, Revised Modified Budget. Rows include Community Action Program of Belknap and Merrimack Counties, Inc., Goodwin Community Health, Southern New Hampshire Services, Inc., and Southwestern Community Services, Inc., with a Total row.

Funds to support this request are available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017, pending legislative approval of the next biennial budget, 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.

EXPLANATION

The purpose of these amendments is to increase the price limitation, which will enable the agencies identified above to develop the necessary infrastructure needed for the continuation of statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

**EXPLANATION**

The purpose of this amendment is to increase the price limitation to provide statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

The Women, Infants and Children Program and the Commodity Supplemental Food Program have shown to be cost effective in improving the health and nutritional status of low income women, infants, children and seniors. National studies have shown that individuals who participate in the supplemental food programs have lower Medicaid costs for themselves and their children. Participation has also been linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and more regular medical care.

Federal regulations require that the Women, Infants and Children Program be provided statewide in order to reduce the barriers to receiving services.

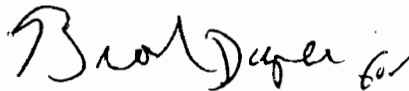
Should the Governor and Executive Council not approve this request, women, infants, children and seniors may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area served: Statewide

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

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

Respectfully submitted,



Marcella Jordan Bobinsky  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, WIC SUPPLEMENTAL NUTRITION PRG  
100% Federal Funds**

Community Action Program of Belknap and Merrimack Counties, Inc

Vendor #

177203 B003

PO # 1060585

| Fiscal Year | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003   | 380,450.00              | -                            | 380,450.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007   | 199,694.00              | -                            | 199,694.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022   | 40,087.00               | -                            | 40,087.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,761.00               | -                            | 56,761.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>992,453.00</b>       | -                            | <b>992,453.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003   | 382,296.00              | -                            | 382,296.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007   | 189,817.00              | -                            | 189,817.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022   | 36,730.00               | -                            | 36,730.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,561.00               | -                            | 56,561.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>980,865.00</b>       | -                            | <b>980,865.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001   | 43,530.00               | -                            | 43,530.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,787.00               | -                            | 35,787.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003   | 393,936.00              | -                            | 393,936.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004   | 224,349.00              | -                            | 224,349.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007   | 187,773.00              | -                            | 187,773.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022   | 36,730.00               | -                            | 36,730.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,800.00               | 2,000.00                     | 58,800.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>978,905.00</b>       | <b>2,000.00</b>              | <b>980,905.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001   | 43,530.00               | -                            | 43,530.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,787.00               | -                            | 35,787.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003   | 393,936.00              | -                            | 393,936.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004   | 224,349.00              | -                            | 224,349.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007   | 184,773.00              | -                            | 184,773.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022   | 36,730.00               | -                            | 36,730.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,800.00               | 2,000.00                     | 58,800.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>975,905.00</b>       | <b>2,000.00</b>              | <b>977,905.00</b>       |
|             |                 | <b>WIC Total:</b>      |            | <b>3,928,128.00</b>     | <b>4,000.00</b>              | <b>3,932,128.00</b>     |



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

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

| Fiscal Year | Class / Account | Class Title            | Job Number        | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001          | 57,235.00               | -                            | 57,235.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002          | 15,115.00               | -                            | 15,115.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003          | 252,288.00              | -                            | 252,288.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004          | 76,549.00               | -                            | 76,549.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022          | 24,119.00               | -                            | 24,119.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041          | 30,718.00               | -                            | 30,718.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>461,983.00</b>       | -                            | <b>461,983.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001          | 57,235.00               | -                            | 57,235.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002          | 15,115.00               | -                            | 15,115.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003          | 252,732.00              | -                            | 252,732.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004          | 76,549.00               | -                            | 76,549.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041          | 32,418.00               | -                            | 32,418.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>463,553.00</b>       | -                            | <b>463,553.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,731.00               | -                            | 50,731.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002          | 14,543.00               | -                            | 14,543.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003          | 282,023.00              | -                            | 282,023.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004          | 75,463.00               | -                            | 75,463.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041          | 35,880.00               | 2,000.00                     | 37,880.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>488,144.00</b>       | <b>2,000.00</b>              | <b>490,144.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,731.00               | -                            | 50,731.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002          | 14,543.00               | -                            | 14,543.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003          | 282,023.00              | -                            | 282,023.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004          | 75,463.00               | -                            | 75,463.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041          | 35,880.00               | 2,000.00                     | 37,880.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>488,144.00</b>       | <b>2,000.00</b>              | <b>490,144.00</b>       |
|             |                 |                        | <b>WIC Total:</b> | <b>1,901,824.00</b>     | <b>4,000.00</b>              | <b>1,905,824.00</b>     |

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

Southern New Hampshire Services, Inc

Vendor #

177198 B006

PO #

1031531

| Fiscal Year | Class / Account | Class Title            | Job Number        | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001          | 200,172.00              | -                            | 200,172.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002          | 68,694.00               | -                            | 68,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003          | 641,900.00              | -                            | 641,900.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004          | 255,848.00              | -                            | 255,848.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007          | 203,282.00              | -                            | 203,282.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022          | 61,694.00               | -                            | 61,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041          | 100,968.00              | -                            | 100,968.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,532,558.00</b>     | -                            | <b>1,532,558.00</b>     |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001          | 200,172.00              | -                            | 200,172.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002          | 68,694.00               | -                            | 68,694.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003          | 645,111.00              | -                            | 645,111.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004          | 255,848.00              | -                            | 255,848.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007          | 175,336.00              |                              | 175,336.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               |                              | 58,929.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041          | 104,168.00              |                              | 104,168.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,508,258.00</b>     | -                            | <b>1,508,258.00</b>     |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001          | 209,727.00              |                              | 209,727.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002          | 67,733.00               |                              | 67,733.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003          | 630,698.00              |                              | 630,698.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004          | 257,642.00              |                              | 257,642.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007          | 165,589.00              |                              | 165,589.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               |                              | 58,929.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041          | 101,534.00              | 2,000.00                     | 103,534.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,491,852.00</b>     | <b>2,000.00</b>              | <b>1,493,852.00</b>     |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001          | 209,727.00              |                              | 209,727.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002          | 67,733.00               |                              | 67,733.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003          | 630,698.00              |                              | 630,698.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004          | 257,642.00              |                              | 257,642.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007          | 151,199.00              |                              | 151,199.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               |                              | 58,929.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041          | 101,534.00              | 2,000.00                     | 103,534.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,477,462.00</b>     | <b>2,000.00</b>              | <b>1,479,462.00</b>     |
|             |                 |                        | <b>WIC Total:</b> | <b>6,010,130.00</b>     | <b>4,000.00</b>              | <b>6,014,130.00</b>     |

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

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

| Fiscal Year | Class / Account | Class Title            | Job Number                         | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|------------------------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001                           | 41,212.00               | -                            | 41,212.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002                           | 9,827.00                | -                            | 9,827.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003                           | 169,615.00              | -                            | 169,615.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004                           | 64,772.00               | -                            | 64,772.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,912.00               | -                            | 15,912.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041                           | 22,763.00               | -                            | 22,763.00               |
|             |                 |                        | <b>Sub-Total</b>                   | <b>329,062.00</b>       | <b>-</b>                     | <b>329,062.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001                           | 41,212.00               | -                            | 41,212.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002                           | 9,827.00                | -                            | 9,827.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003                           | 171,317.00              | -                            | 171,317.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004                           | 64,772.00               | -                            | 64,772.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041                           | 36,563.00               | -                            | 36,563.00               |
|             |                 |                        | <b>Sub-Total</b>                   | <b>343,990.00</b>       | <b>-</b>                     | <b>343,990.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001                           | 42,283.00               | -                            | 42,283.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002                           | 8,034.00                | -                            | 8,034.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003                           | 188,057.00              | -                            | 188,057.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004                           | 59,184.00               | -                            | 59,184.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041                           | 30,352.00               | 2,000.00                     | 32,352.00               |
|             |                 |                        | <b>Sub-Total</b>                   | <b>348,209.00</b>       | <b>2,000.00</b>              | <b>350,209.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001                           | 42,283.00               | -                            | 42,283.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002                           | 8,034.00                | -                            | 8,034.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003                           | 188,057.00              | -                            | 188,057.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004                           | 59,184.00               | -                            | 59,184.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041                           | 26,352.00               | 2,000.00                     | 28,352.00               |
|             |                 |                        | <b>Sub-Total</b>                   | <b>344,209.00</b>       | <b>2,000.00</b>              | <b>346,209.00</b>       |
|             |                 |                        | <b>WIC Total:</b>                  | <b>1,365,470.00</b>     | <b>4,000.00</b>              | <b>1,369,470.00</b>     |
|             |                 |                        | <b>Total WIC for All Agencies:</b> | <b>13,205,552.00</b>    | <b>16,000.00</b>             | <b>13,221,552.00</b>    |

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

**05-95-90-902010-6048 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC INFRASTRUCTURE  
100% Federal Funds**

Community Action Program of Belknap and Merrimack Counties, Inc

Vendor #

177203 B003

PO # 1060585

| Fiscal Year                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|------------------------------|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 10,828.00                    | 10,828.00               |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>10,828.00</b>             | <b>10,828.00</b>        |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 3,857.00                     | 3,857.00                |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>3,857.00</b>              | <b>3,857.00</b>         |
| <b>Infrastructure Total:</b> |                 |                        |                  | -                       | <b>14,685.00</b>             | <b>14,685.00</b>        |

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

| Fiscal Year                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|------------------------------|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 827.00                       | 827.00                  |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>827.00</b>                | <b>827.00</b>           |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | -                            | -                       |
|                              |                 |                        | <b>Sub-Total</b> | -                       | -                            | -                       |
| <b>Infrastructure Total:</b> |                 |                        |                  | -                       | <b>827.00</b>                | <b>827.00</b>           |

Southern New Hampshire Services, Inc

Vendor #

177198 B006

PO #

1031531

| Fiscal Year                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|------------------------------|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 14,552.00                    | 14,552.00               |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>14,552.00</b>             | <b>14,552.00</b>        |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 3,857.00                     | 3,857.00                |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>3,857.00</b>              | <b>3,857.00</b>         |
| <b>Infrastructure Total:</b> |                 |                        |                  | -                       | <b>18,409.00</b>             | <b>18,409.00</b>        |

Southwestern Community Services, Vendor #

Vendor #

0

PO #

0

| Fiscal Year                                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|--|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | -                            | -                       |
|  |                 |                        | <b>Sub-Total</b> | -                       | -                            | -                       |
| SFY 2017                                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 16,530.00                    | 16,530.00               |
|  |                 |                        | <b>Sub-Total</b> | -                       | <b>16,530.00</b>             | <b>16,530.00</b>        |
| <b>Infrastructure Total:</b>                 |                 |                        |                  | -                       | <b>16,530.00</b>             | <b>16,530.00</b>        |
| <b>Total Infrastructure for ALL Agencies</b> |                 |                        |                  | -                       | <b>50,451.00</b>             | <b>50,451.00</b>        |

**FISCAL DETAILS SUMMARY CHANGES FOR ALL FUNDING SOURCES**

| Fiscal Year | Class / Account | Class Title            | Appropriation Code   | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|----------------------|-------------------------|------------------------------|-------------------------|
| 2014        | 102-500734      | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,316,056.00            | 0                            | 3,316,056.00            |
| 2015        | 102-500734      | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,296,666.00            | 0                            | 3,296,666.00            |

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

|                       |            |                        |                      |                      |                  |                      |
|-----------------------|------------|------------------------|----------------------|----------------------|------------------|----------------------|
| 2016                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,307,110.00         | 8,000            | 3,315,110.00         |
| 2017                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,285,720.00         | 8,000            | 3,293,720.00         |
| 2016                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | -                    | 26,207           | 26,207.00            |
| 2017                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | -                    | 24,244           | 24,244.00            |
| <b>Contract Total</b> |            |                        |                      | <b>13,205,552.00</b> | <b>66,451.00</b> | <b>13,272,003.00</b> |



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 3rd Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #3") dated this, July 27, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 311 Route 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #49), amended June 18, 2014 (item #89) and amended April 8, 2015 (item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$1,906,651
2. Standard Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Paragraph 1, to read:  
This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Health and Human Services, U.S. Department of Agriculture, Food and Nutrition Service, Supplemental Nutrition Program for Women, Infants, and Children and #10.565 U.S. Department of Health and Human Services, U.S. Department of Agriculture, Community Supplemental Food Program 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.
3. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:  
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015 (Exhibit B-1, Amendment #2) and SFY 2016 and SFY 2017 budgets (Exhibits B-1, Amendment #3)
4. Delete Exhibit B-1, Amendment #2, SFY 2016 and SFY 2017 and replace with Exhibit B-1, Amendment #3, SFY 2016 and SFY 2017



**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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,

8/26/15  
Date

State of New Hampshire  
Department of Health and Human Services  
[Signature]  
NAME Patrick S. Dwyer  
TITLE Notary Public

8/11/15  
Date

[Signature]  
NAME Sarah Laatsch  
TITLE CEO

Acknowledgement:  
State of New Hampshire, County of Stratford on 8/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

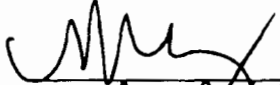
**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**



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

OFFICE OF THE ATTORNEY GENERAL

Date 9/13/15

  
Name: Megan A. Doyle  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit B-1, Amendment #3 SFY 2016**

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

**Bidder Name:** Goodwin Community Health

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

**Budget Period:** SFY 2016

|   |                      |                     |                      |
|---|----------------------|---------------------|----------------------|
| 1. Total Salary/Wages                   | \$ 361,830.04        | \$ 13,250.00        | \$ 375,080.04        |
| 2. Employee Benefits                    | \$ 52,167.26         | \$ 2,385.00         | \$ 54,552.26         |
| 3. Consultants                          | \$ -                 | \$ -                | \$ -                 |
| 4. Equipment:                           | \$ -                 | \$ -                | \$ -                 |
| Rental                                  | \$ -                 | \$ -                | \$ -                 |
| Repair and Maintenance                  | \$ -                 | \$ -                | \$ -                 |
| Purchase/Depreciation                   | \$ -                 | \$ -                | \$ -                 |
| 5. Supplies:                            | \$ -                 | \$ -                | \$ -                 |
| Educational                             | \$ -                 | \$ -                | \$ -                 |
| Lab                                     | \$ -                 | \$ -                | \$ -                 |
| Pharmacy                                | \$ -                 | \$ -                | \$ -                 |
| Medical                                 | \$ 3,250.00          | \$ -                | \$ 3,250.00          |
| Office                                  | \$ 3,000.00          | \$ -                | \$ 3,000.00          |
| 6. Travel                               | \$ 7,500.00          | \$ 4,251.70         | \$ 11,751.70         |
| NWA Training                            | \$ 2,000.00          | \$ -                | \$ 2,000.00          |
| 7. Occupancy                            | \$ 26,720.00         | \$ -                | \$ 26,720.00         |
| 8. Current Expenses                     | \$ -                 | \$ -                | \$ -                 |
| Telephone                               | \$ 1,440.00          | \$ -                | \$ 1,440.00          |
| Postage                                 | \$ 1,000.00          | \$ -                | \$ 1,000.00          |
| Subscriptions                           | \$ -                 | \$ -                | \$ -                 |
| Audit and Legal                         | \$ 5,000.00          | \$ -                | \$ 5,000.00          |
| Insurance                               | \$ 5,000.00          | \$ -                | \$ 5,000.00          |
| Board Expenses                          | \$ -                 | \$ -                | \$ -                 |
| 9. Software                             | \$ -                 | \$ -                | \$ -                 |
| 10. Marketing/Communications            | \$ 150.00            | \$ -                | \$ 150.00            |
| 11. Staff Education and Training        | \$ -                 | \$ -                | \$ -                 |
| 12. Subcontracts/Agreements             | \$ -                 | \$ -                | \$ -                 |
| 13. Other (specific details mandatory): | \$ -                 | \$ -                | \$ -                 |
| Mobile Internet Services                | \$ 1,200.00          | \$ -                | \$ 1,200.00          |
| Infrastructure Funds: Signage           | \$ 827.00            | \$ -                | \$ 827.00            |
|   | \$ -                 | \$ -                | \$ -                 |
| <b>TOTAL</b>                            | <b>\$ 471,084.30</b> | <b>\$ 19,886.70</b> | <b>\$ 490,971.00</b> |

Indirect As A Percent of Direct

4.2%

Contractor Initials:

Date: 8/11/15

**Exhibit B-1, Amendment #3 SFY 2017**

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

**Bidder Name:** Goodwin Community Health

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

**Budget Period:** SFY 2017

|   |                      |                     |                      |
|---|----------------------|---------------------|----------------------|
| 1. Total Salary/Wages                   | \$ 361,830.04        | \$ 13,250.00        | \$ 375,080.04        |
| 2. Employee Benefits                    | \$ 52,167.26         | \$ 2,385.00         | \$ 54,552.26         |
| 3. Consultants                          | \$ -                 | \$ -                | \$ -                 |
| 4. Equipment:                           | \$ -                 | \$ -                | \$ -                 |
| Rental                                  | \$ -                 | \$ -                | \$ -                 |
| Repair and Maintenance                  | \$ -                 | \$ -                | \$ -                 |
| Purchase/Depreciation                   | \$ -                 | \$ -                | \$ -                 |
| 5. Supplies:                            | \$ -                 | \$ -                | \$ -                 |
| Educational                             | \$ -                 | \$ -                | \$ -                 |
| Lab                                     | \$ -                 | \$ -                | \$ -                 |
| Pharmacy                                | \$ -                 | \$ -                | \$ -                 |
| Medical                                 | \$ 3,250.00          | \$ -                | \$ 3,250.00          |
| Office                                  | \$ 3,000.00          | \$ -                | \$ 3,000.00          |
| 6. Travel                               | \$ 7,500.00          | \$ 4,251.70         | \$ 11,751.70         |
| NWA Training                            | \$ 2,000.00          | \$ -                | \$ 2,000.00          |
| 7. Occupancy                            | \$ 26,720.00         | \$ -                | \$ 26,720.00         |
| 8. Current Expenses                     | \$ -                 | \$ -                | \$ -                 |
| Telephone                               | \$ 1,440.00          | \$ -                | \$ 1,440.00          |
| Postage                                 | \$ 1,000.00          | \$ -                | \$ 1,000.00          |
| Subscriptions                           | \$ -                 | \$ -                | \$ -                 |
| Audit and Legal                         | \$ 5,000.00          | \$ -                | \$ 5,000.00          |
| Insurance                               | \$ 5,000.00          | \$ -                | \$ 5,000.00          |
| Board Expenses                          | \$ -                 | \$ -                | \$ -                 |
| 9. Software                             | \$ -                 | \$ -                | \$ -                 |
| 10. Marketing/Communications            | \$ 150.00            | \$ -                | \$ 150.00            |
| 11. Staff Education and Training        | \$ -                 | \$ -                | \$ -                 |
| 12. Subcontracts/Agreements             | \$ -                 | \$ -                | \$ -                 |
| 13. Other (specific details mandatory): | \$ -                 | \$ -                | \$ -                 |
| Mobile Internet Services                | \$ 1,200.00          | \$ -                | \$ 1,200.00          |
|   | \$ -                 | \$ -                | \$ -                 |
| <b>TOTAL</b>                            | <b>\$ 470,257.30</b> | <b>\$ 19,886.70</b> | <b>\$ 490,144.00</b> |

Indirect As A Percent of Direct

4.2%

Contractor Initials: JL

Date: 6/11/15

B  
150

TV 25



MAR17'15 AM10:18 DAS

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

4/8/15 #25

February 17, 2015

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

**REQUESTED ACTION**

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

Summary of contracted amounts by vendor:

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 17, 2015  
Page 2 of 3

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

**See attachment for financial details**

**EXPLANATION**

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

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 17, 2015  
Page 3 of 3

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

Area to be served is statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:


Nicholas A. Toumpas  
Commissioner

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

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

**100% Federal Funds**

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

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

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

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

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

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

Southern New Hampshire Services, Inc

Vendor # 177198 B006

PO #

1031531

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



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

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

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

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

| Agency Capacity | Community Action Program Belknap Merrimack Counties, Concord, NH | Goodwin Community Health, Somersworth, NH | Southern New Hampshire Services, Manchester, NH | Southwestern Community Services, Keene, NH |             |             |             |
|-----------------|--|---|---|--|-------------|-------------|-------------|
| 30              | 29.33  | 26.00                                     | 20.67   | 19.67                                      | 0.00        | 0.00        | 0.00        |
| 50              | 45.00  | 39.50                                     | 31.67   | 39.00                                      | 0.00        | 0.00        | 0.00        |
| 15              | 13.33  | 12.00                                     | 15.00   | 15.00                                      |             |             |             |
| 5               | 5.00   | 4.33                                      | 3.33  | 3.00                                       |             |             |             |
| <b>Total</b>    | <b>100</b>   | <b>92.67</b>                              | <b>81.83</b>                                    | <b>76.67</b>                               | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |

| BUDGET REQUEST | Year 01 | Year 02 | Year 03 | TOTAL BUDGET REQUEST | BUDGET AWARDED | Year 01 | Year 02 | Year 03 | TOTAL BUDGET AWARDED |
|----------------|---------|---------|---------|----------------------|----------------|---------|---------|---------|----------------------|
|                |         |         |         | 1,977,266.08         |                |         |         |         |                      |
|                |         |         |         | 921,404.00           |                |         |         |         |                      |
|                |         |         |         | 3,061,126.08         |                |         |         |         |                      |
|                |         |         |         | 656,504.00           |                |         |         |         |                      |
|                |         |         |         | 1,977,266.00         |                |         |         |         |                      |
|                |         |         |         | 921,404.00           |                |         |         |         |                      |
|                |         |         |         | 3,061,126.00         |                |         |         |         |                      |
|                |         |         |         | 656,504.00           |                |         |         |         |                      |

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



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

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

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

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

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

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

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

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

June 30, 2017

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

\$1,901,824

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

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

5. Amend Budget to add:

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

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

7. Add Exhibit C-1 Revisions to General Provisions



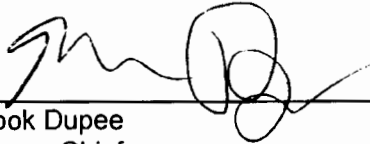
8. Delete Exhibit G and replace with Exhibit G Amendment #1

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

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


State of New Hampshire  
Department of Health and Human Services

2/23/15  
Date

  
\_\_\_\_\_  
Brook Dupee  
Bureau Chief

Goodwin Community Health

2/12/15  
Date

  
\_\_\_\_\_  
Name: Janet Lautsch  
Title: CEO

Acknowledgement:

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

  
\_\_\_\_\_  
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: 9/17/2019



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

OFFICE OF THE ATTORNEY GENERAL

3/14/15  
Date

*Megan A. Yaspie*  
Name: Megan A. Yaspie  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Exhibit A – Amendment 2

### SCOPE OF SERVICES

#### 1. Project Description

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

#### 2. Required Activities

2.1. The Contractor shall:

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



## Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
  - 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
  - 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
  - 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
  - 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
  - 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
  - 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.
- 2.2. WIC & CSFP Administrative Responsibilities
- 2.2.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
  - 2.2.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
  - 2.2.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
  - 2.2.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
  - 2.2.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).
  - 2.2.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.



## Exhibit A – Amendment 2

---

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





## Exhibit A – Amendment 2

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

### 3. Compliance and Reporting Requirements

#### 3.1. Compliance Requirements

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

#### 3.2. Reporting Requirements

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

### 4. Performance Measures

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



**Method and Conditions Precedent to Payment**

1. Funding sources is available as follows and shall not exceed:
  - a. \$919,280 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$458,640 in SFY 2016 and \$458,640 in SFY 17.
  - b. \$46,516 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$574) in SFY 2015, \$23,545 in SFY 2016 and \$23,545 in SFY 17.
  - c. \$11,918 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734, \$5,959 in SFY 2016 and \$5,959 in SFY 17.

\$977,714 Total

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

Payment for said services shall be made as follows:

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

The invoice must be submitted to:

Department of Health and Human Services  
Division of Public Health Services  
Email address: [DPHScontractbilling@dhhs.state.nh.us](mailto:DPHScontractbilling@dhhs.state.nh.us)

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



Exhibit B Amendment #1

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

The remainder of this page intentionally left blank.

## Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

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

Budget Period: SFY 2015

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

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

Contractor Initials: JL

## Exhibit B-1 Amendment #2 Budget Form

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

**Bidder/Contractor Name:** Goodwin Community Health

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

**Budget Period:** SFY 2016

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

Indirect As A Percent of Direct

4.2%

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

Contractor Initials:

JL

Date:

2/12/15

## Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

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

Budget Period: SFY 2017

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

Indirect As A Percent of Direct

4.2%

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

Contractor Initials: JL



**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.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. **Extension:**

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

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

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

JL  
2/12/15



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials JL

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



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

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

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

Contractor Name: Goodwin Community Health

2/12/15  
Date

  
Name: Janet Loatzsch  
Title: CEO

Exhibit G- Amendment #1

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

Contractor Initials JL



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



May 28, 2014

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

*100% federal*

**REQUESTED ACTION**

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

Summary of contracted amounts by vendor:

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

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

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

**See attachment for financial details**

### EXPLANATION

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

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

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

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

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

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



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

Area to be served is statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

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

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

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

**FINANCIAL DETAIL ATTACHMENT SHEET**

**WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

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

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

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

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

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

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

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



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

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

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

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

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

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

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

To amend as follows:

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

Paragraph 1.1 to Paragraph 1:

The contract price shall increase by \$1,131 for SFY 2014.

The contract price shall increase by \$1,575 for SFY 2015.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:

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



Replace with:

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

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

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



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

State of New Hampshire  
Department of Health and Human Services

5/29/14  
Date

Brook Dupee  
Brook Dupee  
Bureau Chief

Goodwin Community Health

5-14-14  
Date

Janet Atkins  
Name: Janet Atkins  
Title: Executive Director

Acknowledgement:

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

(Janet Atkins)

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

Sherry Cook, Notary  
Name and Title of Notary or Justice of the Peace

Comm. exp. 11-6-2018



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

Rosemary Wiatt  
Name: Rosemary Wiatt  
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





## Exhibit A – Amendment 1

### SCOPE OF SERVICES

#### 1. Project Description

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

#### 2. Required Activities

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

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

#### 3. Performance Measures

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

##### Access to Nutrition Services:

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

##### Obesity Prevention:

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

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

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

Bidder/Contractor Name: Goodwin Community Health

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

Budget Period: SFY 2014

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

Indirect As A Percent of Direct

0.0%

Contractor Initials: JA

Date: 5/14/14

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

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

Bidder/Contractor Name: Goodwin Community Health

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

Budget Period: SFY 2015

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

Indirect As A Percent of Direct

0.0%

Contractor Initials: JH

Date: 5/14/14

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

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

**Bidder/Contractor Name:** Goodwin Community Health

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

**Budget Period:** SFY 2014

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

Indirect As A Percent of Direct

0.0%

Contractor Initials: JA

Date: 5/14/14

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

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

**Bidder/Contractor Name:** Goodwin Community Health

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

**Budget Period:** SFY 2015

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

Indirect As A Percent of Direct

0.0%

Contractor Initials: JA

Date: 5/14/14



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

5/15/13 #49

April 1, 2013

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

100% Federal Funds

REQUESTED ACTION

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

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

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

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. It lists contract details for SFY 14 and SFY 15, including a sub-total and a grand total of \$921,404.00.

### EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

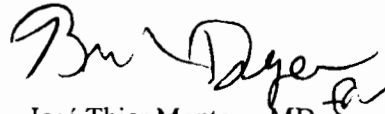
- 15% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 79% of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeeding until 3 months and 28% of WIC participants will breastfeed until 6 months.
- By June 2015, 100% of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

Area served: Carroll and Strafford Counties.

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

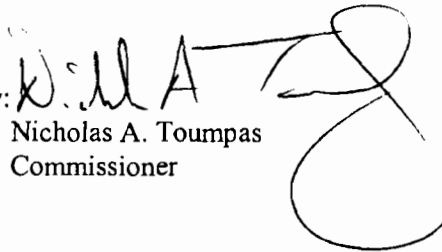
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

JTM/lr



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

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

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

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

Subject: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |   |   |                                   |
|--|---|---|-----------------------------------|
| 1.1 State Agency Name<br>NH Department of Health and Human Services<br>Division of Public Health Services  |   | 1.2 State Agency Address<br>29 Hazen Drive<br>Concord, NH 03301-6504                                      |                                   |
| 1.3 Contractor Name<br>Goodwin Community Health  |   | 1.4 Contractor Address<br>311 Route 108<br>Somersworth NH 03878   |                                   |
| 1.5 Contractor Phone Number<br>603-225-3295  | 1.6 Account Number<br>010-090-5260-102-500734 | 1.7 Completion Date<br>June 30, 2015  | 1.8 Price Limitation<br>\$921,404 |
| 1.9 Contracting Officer for State Agency<br>Lisa L. Bujno, MSN, APRN<br>Bureau Chief   |   | 1.10 State Agency Telephone Number<br>603-271-4501  |                                   |
| 1.11 Contractor Signature<br><i>Janet Atkins</i>   |   | 1.12 Name and Title of Contractor Signatory<br><i>Janet Atkins, Executive Director</i>                    |                                   |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u><br>On <u>3-11-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that 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<br>[Seal] <i>[Signature]</i>   |   | SHERRYL ANN TRASK<br>NOTARY PUBLIC<br>NEW HAMPSHIRE<br>EXPIRES 12/31/2013                                 |                                   |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><i>Sherryl Trask, Notary</i>  |   |   |                                   |
| 1.14 State Agency Signature<br><i>[Signature]</i>  |   | 1.15 Name and Title of State Agency Signatory<br><del>Brock S. Dupre</del><br>Lisa L. Bujno, Bureau Chief |                                   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |   |   |                                   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: <i>James P. Hornich, Attorney</i> On: <i>17 April 2013</i>  |   |   |                                   |
| 1.18 Approval by the Governor and Executive Council<br>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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: JA  
Date: 3/1/73

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

**NH Department of Health and Human Services**

**Exhibit A**

**Scope of Services**

*WIC-CSFP-BFPC Services*

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

**CONTRACTOR NAME: Goodwin Community Health**

**ADDRESS: 311 Route 108  
Somersworth NH 03878**

**Executive Director: Janet Atkins  
TELEPHONE: 603-332-4358**

**The Contractor shall:**

1. During the period of the contract, the Contractor shall provide benefits and services as follows:

1.1 Culturally and Linguistically Appropriate Standards of Care

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

- a. Assess the ethnic/cultural needs, resources and assets of their community.
- b. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- c. When appropriate, provide clients of minimal English skills with interpretation services.
- d. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

1.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 2,645 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 738 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.4 The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, Policy and Procedure Manual, and the NH Administrative Rules.

1.5 The Contractor shall adhere to USDA Office of Civil Rights policies, including insertion of the non-discrimination statement on all outreach materials.

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
  - a. use of local media;
  - b. distribution of informational booklets and referral materials;
  - c. coordination with health and social service programs and agencies;
  - d. maintenance of participant waiting list, if appropriate;
  - e. specific activities to foster enrollment early in pregnancy and infancy; and
  - f. specific activities targeting retention of children until their fifth birthday.
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
  - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
  - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
  - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
  - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
  - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
  - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

- 8.2 The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
9. The Contractor shall maintain all CSFP Food issuance registers for a period not less than three years following the period of the contract in which the CSFP food package was issued.
10. The Contractor shall terminate from the Program, participating individuals who have enrolled for the maximum period of time specified by the Federal Regulations governing the WIC or CSF Program or who fail to participate for two consecutive months. Individuals being disqualified, suspended or terminated prior to the expiration of the present period of eligibility certification shall be given written notice of impending termination on forms provided by the State and the opportunity to request a Fair Hearing. The Contractor shall provide at least 15 days' oral or written notice of the expiration of the current benefit period.
11. The Contractor shall provide individuals who are denied participation with a written explanation on forms provided by the State for the denial of eligibility and shall provide such individuals with the opportunity to request a Fair Hearing regarding the reason for denial.
12. At the direction of the State, the Contractor shall take administrative action against participants found to be abusing Program benefits. Persons found to be participating in both the WIC Program and the CSF Program, or in two WIC or CSF Programs provided by different Contractors shall be immediately terminated from one Program.
13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 13.1 As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
14. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
15. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
16. At the time each certification or voucher issuance appointment is made, the Contractor shall request that parents or guardians show a valid picture ID.
17. At the time the certification appointment is made, the Contractor shall request that parents or guardians bring immunizations records of children aged 24 months or younger.
- 17.1 At the time of WIC Program certification, the Contractor shall review immunization records of children aged 24 months or younger and record the immunization status in StarLINC, the WIC MIS system.
- 17.2 There shall be no loss of WIC Program benefits or required follow-up by the Contractor if the immunization records are not produced.
18. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral



service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH. Note that this is required starting in FY2014 for those contractors that have already been trained, and in FY2015 for those who have not yet received training.

CSFP Responsibilities:

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

WIC & CSFP Administrative Responsibilities:

24. The Contractor shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.
  - 24.1 A recommended ratio of 350-400 participants to one FTE staff person.
  - 24.2 A recommended ratio of 750-800 participants to one FTE nutritionist.
  - 24.3 The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
  - 24.4 The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national training within 12 months to become a certified lactation counselor. Best practice

is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

- 24.5 If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
25. The Contractor shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC or CSFP services without specific written approval from the State.
  - 25.1 The Contractor shall assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
26. The Contractor shall comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
27. The Contractor shall notify the State about planned changes in key staff, clinic relocations, clinic closures, and other major changes in advance.
28. The Contractor shall conduct special projects as appropriate funding is received.
29. The Contractor shall complete and submit a quarterly time study of all WIC/CSFP staff utilizing forms and instructions provided by the State Agency.
30. The Contractor shall submit a report on their progress towards meeting performance measures every 6 months and a final report on the overall program goals and objectives at the end of the two-year contract period.

**BFPC Responsibilities:**

1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program,
  - 1.1. The Contractor shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
  - 1.2. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
2. The Contractor shall administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
  - 2.1 The Contractor shall assure adequate program support from local management.
  - 2.2 The appropriate definition of a peer counselor shall be:
    - 2.2.1 Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.

- 2.2.2 Paraprofessionals provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
  - 2.2.3 Must be recruited and hired from the target population.
  - 2.2.4 Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.3 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator at the local level.
  - 2.4 The Coordinator shall have defined job parameters and job descriptions for peer counselors.
  - 2.5 The Contractor shall provide adequate compensation and reimbursement of peer counselors.
  - 2.6 The Contractor shall assure training of local peer counseling management and clinic staff includes use of:
    - 2.6.1 Loving Support Through Peer Counseling: A Journey Together for WIC Managers training curriculum and presentations, and
    - 2.6.2 Loving Support Through Peer Counseling: A Journey Together for WIC Peer Counselors training curriculum and presentations.
  - 2.7 The Contractor shall adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
  - 2.8 The Contractor shall assure adequate supervision and monitoring of peer counselors.
  - 2.9 The Contractor shall establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
3. The Contractor shall assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in clinic staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Healthy Eating and Physical Activity Section immediately for additional guidance.

The remainder of this page is intentionally left blank

**NH Department of Health and Human Services**

**Exhibit B**

**Purchase of Services  
Contract Price**

*WIC-CSFP-BFPC Services*

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

**CONTRACTOR NAME: Goodwin Community Health**

**ADDRESS: 311 Route 108  
Somersworth NH 03878**

**Executive Director: Janet Atkins  
TELEPHONE: 603-332-4358**

Vendor #154703 B001

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

| Amount    | Appropriation #         | Job #    | Funding Source   | CFDA # | Federal Funds |
|-----------|-------------------------|----------|--|--------|---------------|
| \$114,470 | 010-090-5260-102-500734 | 90006001 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$30,230  | 010-090-5260-102-500734 | 90006002 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$502,720 | 010-090-5260-102-500734 | 90006003 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$153,098 | 010-090-5260-102-500734 | 90006004 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$61,136  | 010-090-5260-102-500734 | 90006041 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$11,512  | 010-090-5260-102-500734 | 90006007 | Commodity Supplemental Food Program (USDA)                                     | 10.565 | 100%          |
| \$48,238  | 010-090-5260-102-500734 | 90006022 | WIC Breastfeeding Peer Counseling Program (USDA)                               | 10.557 | 100%          |

**TOTAL: \$921,404**

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

**NH Department of Health and Human Services**

**Exhibit C**

**SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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



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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

**NH Department of Health and Human Services**

**Standard Exhibit D**

**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 to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) 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);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

- (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;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (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
    - (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;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Goodwin Community From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015  
 Contractor Name Health Period Covered by this Certification

Janet Atkins, Executive Director  
 Name and Title of Authorized Contractor Representative

Janet Atkins 3-11-13  
 Contractor Representative Signature Date

JA  
 371-13



NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "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**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
  - c. 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
  - d. 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.
2. 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**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

*Janet Catkins*  
Contractor Signature

*Executive Director*  
Contractor's Representative Title

*Goodwin Community Health*  
Contractor Name

*3/1/13*  
Date

*JA*  
*3/1/13*



NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Janet Keith  
Contractor Signature

Executive Director  
Contractor's Representative Title

Goodwin Community Health 3-11-13  
Contractor Name Date



NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act 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.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- 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, unreasonable, 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) **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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

DIVISION OF PUBLIC HEALTH SERVICES  
The State Agency Name

Goodwin Community Health  
Name of Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Brooks Dupree  
LISA L. BUJNO, MSN, APRN  
Name of Authorized Representative

Janet Atkins  
Name of Authorized Representative

BUREAU CHIEF  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

3/20/13  
Date

3-11-13  
Date



NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. 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 Sub-award 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 Representative Signature)

Janet Atkins, Executive Director  
(Authorized Contractor Representative Name & Title)

Goodwin Community Health 3-11-13  
(Contractor Name) (Date)

JJA  
3-11-13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 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, sub-grants, 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: _____ |



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 4th Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #4") dated this February 14, 2017 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 40 Pine Street, Manchester, NH 03108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #47), amended June 18, 2014 (item #89), amended April 8, 2015 (item #25), and amended October 7, 2015 (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 the General Provisions, Paragraph 18 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

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

To amend as follows:

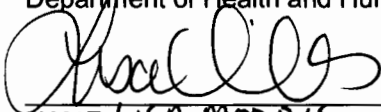
1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$6,034,739
2. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:  
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2017 budgets (Exhibits B-2, Amendment #4)
3. Delete Exhibit B-1, Amendment #3, SFY 2017 and replace with Exhibit B-2, Amendment #4, SFY 2017.
4. Add Exhibit A, Scope of Services, BFPC Responsibilities, Paragraph 4. to read:  
4. The Contractor shall support training and educational materials in order to provide revitalizing nutrition and breastfeeding services, to maintain program integrity and increase caseload.




**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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

3/6/17  
Date

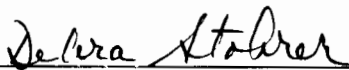
State of New Hampshire  
Department of Health and Human Services  
  
NAME LISA MORRIS  
TITLE DIRECTOR

February 21-2017  
Date

**Southern NH Services**  
  
NAME Donatée Lozeau  
TITLE Executive Director

Acknowledgement:  
State of New Hampshire, County of Hillsborough on Feb 21, 2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

  
Name and Title of Notary or Justice of the Peace

**DEBRA D. STOHRER**  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020

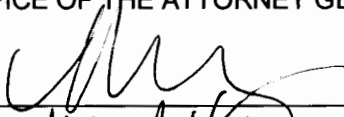
**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/3/17

  
Name: Megan A. Gale  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit B-2, Amendment #4

**BUDGET FORM**

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

**Bidder Name:** Southern New Hampshire Services, Inc.

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

**Budget Period:** SFY 2017

|   |                        |                      |                        |
|---|------------------------|----------------------|------------------------|
| 1. Total Salary/Wages                   | \$ 822,119.00          | \$ -                 | \$ 822,119.00          |
| 2. Employee Benefits                    | \$ 320,733.00          | \$ -                 | \$ 320,733.00          |
| 3. Consultants                          | \$ 1,000.00            | \$ -                 | \$ 1,000.00            |
| 4. Equipment:                           | \$ -                   | \$ -                 | \$ -                   |
| Rental                                  | \$ -                   | \$ -                 | \$ -                   |
| Repair and Maintenance                  | \$ -                   | \$ -                 | \$ -                   |
| Purchase/Depreciation                   | \$ -                   | \$ -                 | \$ -                   |
| 5. Supplies:                            | \$ -                   | \$ -                 | \$ -                   |
| Educational                             | \$ 530.00              | \$ -                 | \$ 530.00              |
| Lab                                     | \$ -                   | \$ -                 | \$ -                   |
| Pharmacy                                | \$ -                   | \$ -                 | \$ -                   |
| Medical                                 | \$ 8,500.00            | \$ -                 | \$ 8,500.00            |
| Office                                  | \$ 72,000.00           | \$ -                 | \$ 72,000.00           |
| 6. Travel                               | \$ 63,200.00           | \$ -                 | \$ 63,200.00           |
| 6a. NWA Travel                          | \$ 2,000.00            | \$ -                 | \$ 2,000.00            |
| 7. Occupancy                            | \$ 68,897.57           | \$ -                 | \$ 68,897.57           |
| 8. Current Expenses                     | \$ -                   | \$ -                 | \$ -                   |
| Telephone                               | \$ -                   | \$ -                 | \$ -                   |
| Postage                                 | \$ -                   | \$ -                 | \$ -                   |
| Subscriptions                           | \$ -                   | \$ -                 | \$ -                   |
| Audit and Legal                         | \$ -                   | \$ -                 | \$ -                   |
| Insurance                               | \$ -                   | \$ -                 | \$ -                   |
| Board Expenses                          | \$ -                   | \$ -                 | \$ -                   |
| 9. Software                             | \$ -                   | \$ -                 | \$ -                   |
| 10. Marketing/Communications            | \$ -                   | \$ -                 | \$ -                   |
| 11. Staff Education and Training        | \$ 1,751.89            | \$ -                 | \$ 1,751.89            |
| 12. Subcontracts/Agreements             | \$ -                   | \$ -                 | \$ -                   |
| 13. Other (specific details mandatory): | \$ -                   | \$ -                 | \$ -                   |
| Mobile Internet Services                | \$ 5,500.00            | \$ -                 | \$ 5,500.00            |
| Infrastructure/OA Funds                 | \$ 6,057.00            | \$ -                 | \$ 6,057.00            |
| Indirect Costs                          | \$ -                   | \$ 113,230.54        | \$ 113,230.54          |
| <b>TOTAL</b>                            | <b>\$ 1,372,288.46</b> | <b>\$ 113,230.54</b> | <b>\$ 1,485,519.00</b> |

Indirect As A Percent of Direct

8.3%

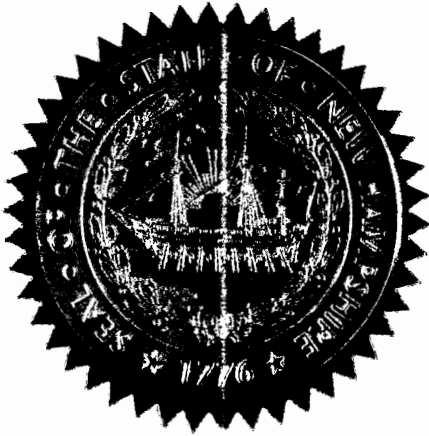
Contractor Initials: SL

Date: 2/21/17

# State of New Hampshire Department of State

## CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1<sup>st</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Orville Kerr, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.  
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on : September 24, 2016  
(Date)

**RESOLVED:** That the Executive Director  
(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/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 21<sup>st</sup> day of February, 2017.  
(Date Contract Signed)

4. Donnalee Lozeau is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
\_\_\_\_\_  
Orville Kerr, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2017.

By Orville Kerr  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

**DEBRA D. STOHRER**  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020  
Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2016

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).

|  |  |                                      |
|--|--|--------------------------------------|
| <b>PRODUCER</b><br><b>CGI Insurance</b><br>171 Londonderry Turnpike<br><br>Hooksett NH 03106               | <b>CONTACT NAME:</b> Teri Davis<br><b>PHONE (A/C, No, Ext):</b> (603) 232-9306<br><b>E-MAIL ADDRESS:</b> tdavis@cgibusinessinsurance.com | <b>FAX (A/C, No):</b> (603) 622-4618 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                      |
| <b>INSURED</b><br>Southern New Hampshire Services Inc, DBA: SNHS<br>PO Box 5040<br><br>Manchester NH 03108 | <b>INSURER A:</b> Cincinnati Insurance Company   |                                      |
|  | <b>INSURER B:</b> Great Falls Insurance Company  |                                      |
|  | <b>INSURER C:</b>  |                                      |
|  | <b>INSURER D:</b>  |                                      |
|  | <b>INSURER E:</b>  |                                      |
|  | <b>INSURER F:</b>  |                                      |

**COVERAGES**                      **CERTIFICATE NUMBER:** 16-17 Master                      **REVISION NUMBER:**

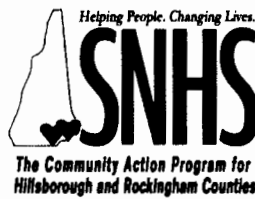
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  |          | ETD417257     | 12/31/2016              | 12/31/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employee Benefits \$ 1,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS  |  |          | EBA0417260    | 12/31/2016              | 12/31/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured Motorist (CSL) \$ 1,000,000  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |  |          | ETD417257     | 12/31/2016              | 12/31/2019              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N | N/A      | WCD0937550016 | 12/31/2016              | 12/31/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |

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

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>NH Department of Health and Human Service<br>Division of Family Assistance<br>129 Pleasant St<br>Concord, NH 03301-3857 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>Laura Perrin/TERI |
|--|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.



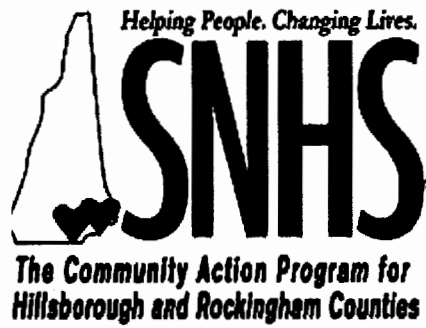
**SOUTHERN NEW HAMPSHIRE SERVICES**  
*The Community Action Partnership for Hillsborough and Rockingham Counties*  
*Helping People. Changing Lives.*

**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.**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2015**

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2015**

---

***TABLE OF CONTENTS***

|  | <b><i>Page</i></b> |
|--|--------------------|
| <b>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 <i>Government Auditing Standards</i></b> | <b>1</b>           |
| <b>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 OMB Circular A-133</b>                                   | <b>3</b>           |
| <b>Schedule of Expenditures of Federal Awards</b>  | <b>6</b>           |
| <b>Notes to Schedule of Expenditures of Federal Awards</b>   | <b>9</b>           |
| <b>Schedule of Findings and Questioned Costs</b>   | <b>10</b>          |
| <b>Financial Report</b>  |                    |

# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.  
Mark R. Carrier, C.P.A.  
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

## **Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards**

To the Board of Directors  
Southern New Hampshire Services, Inc.  
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliates, which comprise the combined statement of financial position as of July 31, 2015, 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 April 13, 2016.

### **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 affiliates' combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

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

***Ouellette & Associates, P.A.***  
Certified Public Accountants

April 13, 2016  
Lewiston, Maine

# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.  
Mark R. Carrier, C.P.A.  
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

## **Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance and Schedule of Expenditures of Federal Awards Required by OMB Circular A-133**

To the Board of Directors  
Southern New Hampshire Services, Inc.  
Manchester, New Hampshire

### **Report on Compliance for Each Major Program**

We have audited Southern New Hampshire Services, Inc.'s (the Organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc.'s major federal programs for the year ended July 31, 2015. Southern New Hampshire Services, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### ***Management's Responsibility***

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

### ***Auditor's Responsibility***

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc.'s compliance.

## ***Opinion on Each Major Federal Program***

In our opinion, Southern New Hampshire Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2015.

## **Report on Internal Control over Compliance**

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

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

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

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



## **Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133**

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliates as of and for the year ended July 31, 2015, and have issued our report thereon dated April 13, 2016, 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 OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 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

April 13, 2016  
Lewiston, Maine

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2015**

| <u>Federal Grantor<br/>Pass-Through Grantor<br/>Program or Cluster Title</u>                  | <u>Federal<br/>CFDA<br/>Number</u> | <u>Pass-Through<br/>Identifying<br/>Number</u> | <u>Federal<br/>Expenditures</u> |
|---|------------------------------------|--|---------------------------------|
| <b><u>U.S. Department of Agriculture:</u></b>   |                                    |  |                                 |
| <b><i>Direct Program</i></b>  |                                    |  |                                 |
| Beginning Farmer and Rancher Development Program  | 10.311                             | ASAP49400196014900120                          | \$ 106,520                      |
| <b><i>Pass-Through State of New Hampshire Department of<br/>Health and Human Services</i></b> |                                    |  |                                 |
| Special Supplemental Nutrition Program for Women,<br>Infants and Children                     | 10.557                             | 05-95-90-902010-5260                           | 1,273,302                       |
|   |                                    |  | <u>55,178</u>                   |
|   |                                    |  | 1,328,480                       |
| Commodity Supplemental Food Program   | 10.565                             | 05-95-90-902010-5260                           | 178,674                         |
| <b><i>Pass-Through State of New Hampshire Department of<br/>Education</i></b>                 |                                    |  |                                 |
| Child and Adult Care Food Program   | 10.558                             |  | 343,464                         |
|   |                                    |  | <u>561,425</u>                  |
|   |                                    |  | 904,889                         |
| Summer Food Service Program for Children  | 10.559                             |  | <u>63,905</u>                   |
| <b>Total U.S. Department of Agriculture</b>   |                                    |  | <b><u>\$ 2,582,468</u></b>      |
| <b><u>U.S. Department of Housing and Urban Development:</u></b>                               |                                    |  |                                 |
| <b><i>Direct Program</i></b>  |                                    |  |                                 |
| Section 8 Moderate Rehabilitation Single Room<br>Occupancy                                    | 14.249                             |  | \$ 323,966                      |
| <b><i>Pass-Through Belknap Merrimack Community Action<br/>Program</i></b>                     |                                    |  |                                 |
| Lead-Based Paint Hazard Control in Privately-Owned<br>Housing                                 | 14.900                             |  | 11,596                          |
| <b><i>Pass-Through the City of Nashua, NH</i></b>   |                                    |  |                                 |
| Lead-Based Paint Hazard Control in Privately-Owned<br>Housing                                 | 14.900                             | NHLB0544-12                                    | <u>91,304</u>                   |
| <b>Total U.S. Department of Housing and Urban<br/>Development</b>                             |                                    |  | <b><u>\$ 426,866</u></b>        |
| <b>Subtotal</b>   |                                    |  | <b><u>\$ 3,009,334</u></b>      |

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2015**

| <u>Federal Grantor<br/>Pass-Through Grantor<br/>Program or Cluster Title</u>                           | <u>Federal<br/>CFDA<br/>Number</u> | <u>Pass-Through<br/>Identifying<br/>Number</u> | <u>Federal<br/>Expenditures</u> |
|--|------------------------------------|--|---------------------------------|
| <b>Amount Forward</b>  |                                    |  | <b><u>\$ 3,009,334</u></b>      |
| <b><u>U.S. Department of Homeland Security:</u></b>  |                                    |  |                                 |
| <b><i>Pass-Through Regional United Way Agency</i></b>  |                                    |  |                                 |
| Emergency Food and Shelter National Board Program  | 97.024                             |  | <u>\$ 12,000</u>                |
| <b>Total U.S. Department of Homeland Security</b>  |                                    |  | <b><u>\$ 12,000</u></b>         |
| <b><u>U.S. Department of Labor:</u></b>  |                                    |  |                                 |
| <b><i>Direct Program</i></b>   |                                    |  |                                 |
| Youthbuild   | 17.274                             | YB-23504-12-60-A-33                            | <b>\$ 76,382</b>                |
| <b><i>Pass-Through State of New Hampshire Department of<br/>Resources and Economic Development</i></b> |                                    |  |                                 |
| <b><u>WIA Cluster</u></b>  |                                    |  |                                 |
| WIA/WIOA Adult Program   | 17.258                             | 0510-53360000-102-500731                       | <b>1,685,908</b>                |
| WIA/WIOA – Dislocated Worker Formula Grants  | 17.278                             | 0510-53360000-102-500731                       | <u>1,729,294</u>                |
| <b>Total WIA Cluster</b>   |                                    |  | <b><u>3,415,202</u></b>         |
| WIA – Incentive Grants - WIA Section 503   | 17.267                             | 0510-53360000-102-500731                       | <b>169,659</b>                  |
| WIA – National Emergency Grants  | 17.277                             | 0510-53360000-102-500731                       | <u>1,144,460</u>                |
| <b>Total U.S. Department of Labor</b>  |                                    |  | <b><u>\$ 4,805,703</u></b>      |
| <b><u>U.S. Department of Energy:</u></b>   |                                    |  |                                 |
| <b><i>Pass-Through State of New Hampshire Governor's<br/>Office of Planning</i></b>                    |                                    |  |                                 |
| Weatherization Assistance for Low-Income Persons   | 81.042                             | EE0006169                                      | <b>\$ 395,662</b>               |
|  |                                    |  | <u>17,021</u>                   |
|  |                                    |  | <b>412,683</b>                  |
| <b>Total U.S. Department of Energy</b>   |                                    |  | <b><u>\$ 412,683</u></b>        |
| <b><u>U.S. Department of Education:</u></b>  |                                    |  |                                 |
| <b><i>Pass-Through State of New Hampshire Department<br/>Of Education</i></b>                          |                                    |  |                                 |
| Adult Education – Basic Grants to States   | 84.002                             | 47013<br>57001                                 | <b>\$ 54,974</b>                |
|  |                                    |  | <u>96,713</u>                   |
| <b>Total U.S. Department of Education</b>  |                                    |  | <b><u>\$ 151,687</u></b>        |
| <b>Subtotal</b>  |                                    |  | <b><u>\$ 8,391,407</u></b>      |

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2015**

| Federal Grantor<br>Pass-Through Grantor<br>Program or Cluster Title                                     | Federal<br>CFDA<br>Number | Pass-Through<br>Identifying<br>Number | Federal<br>Expenditures    |
|---|---------------------------|---------------------------------------|----------------------------|
| <b>Amount Forward</b>   |                           |                                       | <b><u>\$ 8,391,407</u></b> |
| <b><u>U.S. Department of Health and Human Services:</u></b>   |                           |                                       |                            |
| <b><i>Direct Program</i></b>  |                           |                                       |                            |
| Head Start  | 93.600                    | 01CH2057/01                           | \$ 5,787,971               |
| <b><i>Pass-Through State of New Hampshire Office of<br/>Energy and Planning</i></b>                     |                           |                                       |                            |
| Low-Income Home Energy Assistance   | 93.568                    | G-14B1NHLIEA                          | 9,635,054                  |
| Special Programs for the Aging Title III Part B<br>Grants for Supportive Services and Senior Centers    | 93.044                    | 15AANHT3SP                            | 14,514                     |
| <b><i>Pass-Through State of New Hampshire Department<br/>Of Health and Human Services</i></b>           |                           |                                       |                            |
| Temporary Assistance for Needy Families   | 93.558                    | 05-95-45-450010-61270000              | 2,908,749                  |
| Community Services Block Grant  | 93.569                    | 05-95-45-450010-7148                  | 1,421,593                  |
| Community Services Block Grant – Discretionary<br>Awards  | 93.570                    |                                       | 60,925                     |
| <b><u>CCDF Cluster</u></b>  |                           |                                       |                            |
| Child Care and Development Block Grant  | 93.575                    | 05-95-42-421110-2978000               | 493,556                    |
| Child Care Mandatory and Matching Funds of<br>The Child Care and Development Fund<br>Total CCDF Cluster | 93.596                    |                                       | 849,703                    |
| <b><i>Pass-Through Manchester Community Health</i></b>  |                           |                                       |                            |
| Substance Abuse and Mental Health Services<br>Projects of Regional and National Significance            | 93.243                    |                                       | <u>43,962</u>              |
| <b>Total U.S. Department of Health and<br/>Human Services</b>   |                           |                                       | <b><u>\$21,216,027</u></b> |
| <b><u>Corporation for National and Community Services:</u></b>  |                           |                                       |                            |
| <b><i>Direct Program</i></b>  |                           |                                       |                            |
| Retired and Senior Volunteer Program  | 94.002                    | 14SRANH003                            | <u>\$ 115,685</u>          |
| <b>Total Corporation for National and<br/>Community Services</b>  |                           |                                       | <b><u>\$ 115,685</u></b>   |
| <b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>   |                           |                                       | <b><u>\$29,723,119</u></b> |

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2015**

---

**NOTE 1: BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Southern New Hampshire Services, Inc. and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the combined financial statements.

**NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the schedule of expenditures of federal awards are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

**NOTE 3: SUBRECIPIENTS**

Of the federal expenditures presented in the schedule of expenditures of federal awards Southern New Hampshire Services, Inc. provided subrecipients with federal awards under the following programs:

| <u>Title</u>                            | <u>CFDA<br/>Number</u> | <u>Subrecipient<br/>Award</u> |
|---|------------------------|-------------------------------|
| WIA Adult Program                       | 17.258                 | \$509,891                     |
| WIA – Dislocated Worker Formula Grants  | 17.278                 | 508,713                       |
| Temporary Assistance for Needy Families | 93.558                 | 925,458                       |

**NOTE 4: 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, 2015.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**YEAR ENDED JULY 31, 2015**

---

**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 Section 510(a) of OMB Circular A-133? \_\_\_\_\_ Yes \_\_\_\_\_  No

**Identification of major programs:**

| <u>Name of Federal Program or Cluster</u>                                      | <u>CFDA Number</u> |
|--|--------------------|
| Child and Adult Care Food Program  | 10.558             |
| <u>WIA Cluster:</u>  |                    |
| WIA Adult Program  | 17.258             |
| WIA Dislocated Worker Formula Grants   | 17.278             |
| <u>CCDF Cluster:</u>   |                    |
| Child Care and Development Block Grant   | 93.575             |
| Child Care Mandatory and Matching Funds of the Child Care And Development Fund | 93.596             |
| Temporary Assistance for Needy Families  | 93.558             |

Dollar threshold used to distinguish between Type A and Type B programs: \$891,694

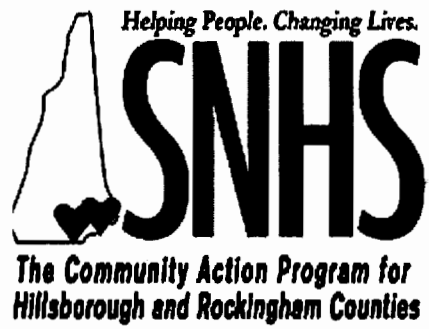
Auditee qualified as low-risk auditee? \_\_\_\_\_  Yes \_\_\_\_\_ No

**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.**

**COMBINED FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**FOR THE YEARS ENDED JULY 31, 2015 AND 2014**

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

FINANCIAL STATEMENTS

JULY 31, 2015 AND 2014

---

*C O N T E N T S*

|  | <b>PAGE</b>    |
|--|----------------|
| <b>INDEPENDENT AUDITOR'S REPORT</b>                          | <i>1 - 2</i>   |
| <b>FINANCIAL STATEMENTS</b>                                  |                |
| <i>Combined Statements of Financial Position</i>             | <i>3</i>       |
| <i>Combined Statements of Activities</i>                     | <i>4</i>       |
| <i>Combined Statements of Functional Expense</i>             | <i>5 - 8</i>   |
| <i>Combined Statements of Cash Flows</i>                     | <i>9</i>       |
| <i>Notes to Combined Financial Statements</i>                | <i>10 - 22</i> |
| <b>SUPPLEMENTARY INFORMATION</b>                             |                |
| <b>COMBINING INFORMATION</b>                                 |                |
| <i>Schedule A - Combining Schedule of Financial Position</i> | <i>23 - 30</i> |
| <i>Schedule B - Combining Schedule of Activities</i>         | <i>31 - 38</i> |
| <b>INDEPENDENT ACCOUNTANT'S COMPILATION REPORT</b>           | <i>39</i>      |
| <i>Schedule of Revenues and Expenses - By Contract</i>       | <i>40 - 44</i> |



# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.  
Mark R. Carrier, C.P.A.  
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

## Independent Auditor's Report

To the Board of Directors  
Southern New Hampshire Services, Inc.  
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 affiliates, which comprise the combined statements of financial position as of July 31, 2015 and 2014, 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 affiliates, as of July 31, 2015 and 2014, 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 Matters***

### ***Other Information***

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining schedule of financial position and the combining schedule of activities 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.

## ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated April 13, 2016 on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests on its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of this report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc.'s internal control over financial reporting and compliance.

***Ouellette & Associates, P.A.***  
Certified Public Accountants

April 13, 2016  
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2015 AND 2014

| <i><b>ASSETS</b></i>                     |                      |                      |
|--|----------------------|----------------------|
|  | <i><b>2015</b></i>   | <i><b>2014</b></i>   |
| <b>CURRENT ASSETS</b>                    |                      |                      |
| Cash                                     | \$ 7,013,136         | \$ 6,846,352         |
| Investments                              | 6,243,028            | 5,840,831            |
| Contracts receivable                     | 3,370,441            | 4,116,247            |
| Accounts receivable                      | 412,444              | 205,118              |
| Prepaid expenses                         | 197,061              | 212,989              |
| Under applied overhead                   | 289,945              | 179,371              |
| Total current assets                     | 17,526,055           | 17,400,908           |
| <b>FIXED ASSETS</b>                      |                      |                      |
| Land                                     | 7,235,523            | 6,689,735            |
| Buildings and improvements               | 76,052,946           | 75,198,005           |
| Vehicles and equipment                   | 2,319,977            | 2,279,784            |
| Total fixed assets                       | 85,608,446           | 84,167,524           |
| Less - accumulated depreciation          | (25,025,332)         | (22,775,015)         |
| Net fixed assets                         | 60,583,114           | 61,392,509           |
| <b>OTHER ASSETS</b>                      |                      |                      |
| Restricted cash                          | 4,463,453            | 3,993,067            |
| Miscellaneous other assets               | 408,506              | 418,455              |
| Total other assets                       | 4,871,959            | 4,411,522            |
| <b>TOTAL ASSETS</b>                      | <b>\$ 82,981,128</b> | <b>\$ 83,204,939</b> |
| <b><i>LIABILITIES AND NET ASSETS</i></b> |                      |                      |
| <b>CURRENT LIABILITIES</b>               |                      |                      |
| Accounts payable                         | \$ 585,756           | \$ 453,138           |
| Accrued payroll and payroll taxes        | 1,055,747            | 966,976              |
| Accrued compensated absences             | 647,031              | 622,124              |
| Accrued other liabilities                | 806,045              | 1,056,004            |
| Refundable advances                      | 1,369,828            | 2,005,560            |
| Tenant security deposits                 | 306,989              | 294,450              |
| Current portion of long-term debt        | 338,450              | 174,392              |
| Total current liabilities                | 5,109,846            | 5,572,644            |
| <b>LONG-TERM LIABILITIES</b>             |                      |                      |
| Long-term debt, less current portion     | 5,147,208            | 5,479,703            |
| Capital advances                         | 66,333,341           | 66,333,341           |
| Total long-term liabilities              | 71,480,549           | 71,813,044           |
| <b>TOTAL LIABILITIES</b>                 | <b>76,590,395</b>    | <b>77,385,688</b>    |
| <b>NET ASSETS</b>                        |                      |                      |
| Unrestricted                             | 6,390,733            | 5,819,251            |
| <b>TOTAL LIABILITIES AND NET ASSETS</b>  | <b>\$ 82,981,128</b> | <b>\$ 83,204,939</b> |

See independent auditor's report and accompanying notes to the financial statements.

## SOUTHERN NEW HAMPSHIRE SERVICES, INC.

## COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2015 AND 2014

|  | <u>2015</u>                       | <u>2014</u>                       |
|--|-----------------------------------|-----------------------------------|
| <b>REVENUES, GAINS AND OTHER SUPPORT</b>       |                                   |                                   |
| Grant and contract revenue                     | \$ 33,727,596                     | \$ 35,622,242                     |
| Program service fees                           | 916,629                           | 883,208                           |
| Local funding                                  | 421,481                           | 341,237                           |
| Rental income                                  | 7,523,426                         | 7,472,423                         |
| Gifts and contributions                        | 251,460                           | 361,142                           |
| Interest and dividend income                   | 380,802                           | 177,318                           |
| Unrealized gain on investments                 | 24,840                            | 532,490                           |
| Miscellaneous                                  | 855,581                           | 936,178                           |
| <b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b> | <u>44,101,815</u>                 | <u>46,326,238</u>                 |
| <b>EXPENSES AND LOSSES</b>                     |                                   |                                   |
| Program services:                              |                                   |                                   |
| Child Development                              | 7,063,817                         | 6,554,799                         |
| Community Services                             | 1,373,843                         | 1,157,420                         |
| Economic and Workforce Development             | 8,383,373                         | 10,023,206                        |
| Energy   | 11,598,625                        | 11,525,400                        |
| Hispanic-Latino Community Services             | 397,120                           | 441,488                           |
| Housing and Homeless                           | 99,728                            | 232,904                           |
| Nutrition and Health                           | 2,383,084                         | 2,328,252                         |
| Special Projects                               | 1,140,853                         | 1,908,834                         |
| Volunteer Services                             | 128,210                           | 144,840                           |
| SNHS Management Corporation                    | 1,466,123                         | 1,794,558                         |
| Housing Corporations                           | 7,962,519                         | 7,576,354                         |
| Total program services                         | <u>41,997,295</u>                 | <u>43,688,055</u>                 |
| Support services:                              |                                   |                                   |
| Management and general                         | 1,533,038                         | 1,529,991                         |
| <b>TOTAL EXPENSES AND LOSSES</b>               | <u>43,530,333</u>                 | <u>45,218,046</u>                 |
| <b>CHANGE IN NET ASSETS</b>                    | <b>571,482</b>                    | <b>1,108,192</b>                  |
| <b>NET ASSETS - BEGINNING OF YEAR</b>          | <u><b>5,819,251</b></u>           | <u><b>4,711,059</b></u>           |
| <b>NET ASSETS - END OF YEAR</b>                | <u><u><b>\$ 6,390,733</b></u></u> | <u><u><b>\$ 5,819,251</b></u></u> |

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JULY 31, 2015

|                                  | Program Services    |                     |                                |                      |                                  |                      |                      |
|----------------------------------|---------------------|---------------------|--------------------------------|----------------------|----------------------------------|----------------------|----------------------|
|                                  | Child Development   | Community Services  | Economic Workforce Development | Energy               | Hispanic-Lat. Community Services | Housing and Homeless | Nutrition and Health |
| <b>EXPENSES AND LOSSES</b>       |                     |                     |                                |                      |                                  |                      |                      |
| Payroll                          | \$ 4,114,951        | \$ 831,743          | \$ 2,676,553                   | \$ 1,510,817         | \$ 200,592                       | \$ 35,045            | \$ 945,003           |
| Payroll taxes                    | 423,789             | 77,346              | 252,389                        | 153,979              | 22,142                           | 3,376                | 95,304               |
| Fringe benefits                  | 912,527             | 106,910             | 383,800                        | 268,150              | 4,656                            | 6,559                | 173,664              |
| Workers comp. insurance          | 28,975              | 5,262               | 6,102                          | 7,038                | 656                              | 144                  | 12,033               |
| Retirement benefits              | 235,776             | 70,736              | 131,675                        | 98,247               | 4,987                            | 2,958                | 59,905               |
| Consultant and contractual       | 24,102              | 28,100              | 2,111,471                      | 848,165              | 108,854                          | 93                   | 21,970               |
| Travel and transportation        | 84,766              | 24,670              | 83,512                         | 38,312               | 1,061                            | 1,228                | 50,151               |
| Conferences and meetings         | 1,231               | 14,939              | 5,587                          | 5,669                | -                                | 50                   | 3,915                |
| Occupancy                        | 535,971             | 71,166              | 768,498                        | 122,858              | 16,561                           | -                    | 102,295              |
| Advertising                      | 1,809               | -                   | 7,120                          | 682                  | 25                               | -                    | 620                  |
| Supplies                         | 271,528             | 31,737              | 44,421                         | 68,882               | 4,155                            | -                    | 75,149               |
| Equip. rentals and maintenance   | 29,215              | 298                 | 28,945                         | 18,352               | 560                              | -                    | 13,873               |
| Insurance                        | 15,462              | 31,626              | 5,419                          | 9,476                | -                                | -                    | 6,468                |
| Telephone                        | 68,933              | 22,159              | 52,504                         | 35,216               | 1,702                            | -                    | 48,059               |
| Postage                          | 4,618               | 1,234               | 1,834                          | 35,078               | 214                              | 348                  | 3,783                |
| Printing and publications        | 6,465               | 635                 | -                              | -                    | 855                              | -                    | 153                  |
| Subscriptions                    | 38                  | 1,837               | 127                            | 58                   | -                                | -                    | -                    |
| Program support                  | -                   | 29,051              | 1,123                          | -                    | 5,820                            | -                    | -                    |
| Interest                         | 13,734              | -                   | -                              | -                    | -                                | -                    | -                    |
| Depreciation and amortization    | 38,195              | 2,708               | 6,533                          | 12,740               | 5,621                            | -                    | 2,146                |
| Assistance to clients            | 12,751              | 466                 | 1,768,434                      | 8,349,886            | 3,494                            | 49,920               | 467,042              |
| Other direct expense             | 159,023             | 11,425              | 44,262                         | 13,957               | -                                | -                    | 297,501              |
| Miscellaneous                    | 79,958              | 9,796               | 3,064                          | 1,063                | 15,165                           | 7                    | 5,800                |
| In-kind                          | 1,759,528           | -                   | -                              | -                    | -                                | -                    | -                    |
| Loss on disposal of assets       | -                   | (1)                 | -                              | -                    | -                                | -                    | (1,750)              |
| <b>SUBTOTAL</b>                  | <b>\$ 8,823,345</b> | <b>\$ 1,373,843</b> | <b>\$ 8,383,373</b>            | <b>\$ 11,598,625</b> | <b>\$ 397,120</b>                | <b>\$ 99,728</b>     | <b>\$ 2,383,084</b>  |
| Over applied indirect costs      | -                   | -                   | -                              | -                    | -                                | -                    | -                    |
| Eliminations                     | (1,759,528)         | -                   | -                              | -                    | -                                | -                    | -                    |
| <b>TOTAL EXPENSES AND LOSSES</b> | <b>\$ 7,063,817</b> | <b>\$ 1,373,843</b> | <b>\$ 8,383,373</b>            | <b>\$ 11,598,625</b> | <b>\$ 397,120</b>                | <b>\$ 99,728</b>     | <b>\$ 2,383,084</b>  |

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
 FOR THE YEAR ENDED JULY 31, 2015

|                                  | Program Services    |                    |                        |                      |                      | Total Program Services | Support Services       |                |
|----------------------------------|---------------------|--------------------|------------------------|----------------------|----------------------|------------------------|------------------------|----------------|
|                                  | SNHS                |                    |                        |                      |                      |                        | Management and General | Total Expenses |
|                                  | Special Projects    | Volunteer Services | Management Corporation | Housing Corporations |                      |                        |                        |                |
| <b>EXPENSES AND LOSSES</b>       |                     |                    |                        |                      |                      |                        |                        |                |
| Payroll                          | \$ 66,991           | \$ 89,887          | \$ 354,656             | \$ 1,514,942         | \$ 12,341,180        | \$ 1,231,767           | \$ 13,572,947          |                |
| Payroll taxes                    | 6,864               | 8,600              | 28,941                 | 151,050              | 1,223,780            | 102,617                | 1,326,397              |                |
| Fringe benefits                  | 8,245               | 14,316             | 45,902                 | 282,907              | 2,207,636            | 128,605                | 2,336,241              |                |
| Workers comp. insurance          | 938                 | 189                | 3,330                  | 45,377               | 110,044              | 6,331                  | 116,375                |                |
| Retirement benefits              | 3,366               | 3,739              | 22,384                 | 112,387              | 746,160              | 113,420                | 859,580                |                |
| Consultant and contractual       | 1,018,086           | 245                | 40,364                 | 747,253              | 4,948,703            | 79,320                 | 5,028,023              |                |
| Travel and transportation        | 3,046               | 1,529              | 86,534                 | 23,982               | 398,791              | 16,409                 | 415,200                |                |
| Conferences and meetings         | 5,207               | 635                | 30,907                 | 2,070                | 70,210               | 2,579                  | 72,789                 |                |
| Occupancy                        | 12,267              | -                  | 207,367                | 2,953,766            | 4,790,749            | 42,180                 | 4,832,929              |                |
| Advertising                      | -                   | -                  | -                      | 2,443                | 12,699               | 525                    | 13,224                 |                |
| Supplies                         | 697                 | 2,355              | 5,610                  | 38,153               | 542,687              | 44,850                 | 587,537                |                |
| Equip. rentals and maintenance   | 118                 | 116                | 13,403                 | 5,405                | 110,285              | 5,078                  | 115,363                |                |
| Insurance                        | -                   | 1,053              | 25,399                 | 298,101              | 393,004              | 11,006                 | 404,010                |                |
| Telephone                        | 2,218               | 2,406              | 8,140                  | 80,671               | 322,008              | 19,597                 | 341,605                |                |
| Postage                          | 33                  | 439                | 1,101                  | 6,944                | 55,626               | 19,465                 | 75,091                 |                |
| Printing and publications        | -                   | -                  | 463                    | -                    | 8,571                | -                      | 8,571                  |                |
| Subscriptions                    | -                   | -                  | -                      | -                    | 2,060                | -                      | 2,060                  |                |
| Program support                  | 18,278              | -                  | 228,801                | -                    | 283,073              | -                      | 283,073                |                |
| Interest                         | -                   | -                  | 37,224                 | 157,727              | 208,685              | -                      | 208,685                |                |
| Depreciation and amortization    | -                   | -                  | 261,503                | 1,998,471            | 2,327,917            | 536                    | 2,328,453              |                |
| Assistance to clients            | 53,374              | -                  | 44,132                 | -                    | 10,749,499           | -                      | 10,749,499             |                |
| Other direct expense             | 10,011              | 714                | 361                    | 9,551                | 546,805              | 299                    | 547,104                |                |
| Miscellaneous                    | 784                 | 1,987              | 13,662                 | 16,971               | 148,257              | 1,501                  | 149,758                |                |
| In-kind                          | -                   | -                  | -                      | -                    | 1,759,528            | -                      | 1,759,528              |                |
| Loss on disposal of assets       | -                   | -                  | (1,599)                | 41,440               | 38,090               | -                      | 38,090                 |                |
| <b>SUBTOTAL</b>                  | <b>\$ 1,210,523</b> | <b>\$ 128,210</b>  | <b>\$ 1,458,585</b>    | <b>\$ 8,489,611</b>  | <b>\$ 44,346,047</b> | <b>\$ 1,826,085</b>    | <b>\$ 46,172,132</b>   |                |
| Over applied indirect costs      | -                   | -                  | 7,538                  | -                    | 7,538                | (293,047)              | (285,509)              |                |
| Eliminations                     | (69,670)            | -                  | -                      | (527,092)            | (2,356,290)          | -                      | (2,356,290)            |                |
| <b>TOTAL EXPENSES AND LOSSES</b> | <b>\$ 1,140,853</b> | <b>\$ 128,210</b>  | <b>\$ 1,466,123</b>    | <b>\$ 7,962,519</b>  | <b>\$ 41,997,295</b> | <b>\$ 1,533,038</b>    | <b>\$ 43,530,333</b>   |                |

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JULY 31, 2014

|                                  | Program Services    |                     |                                |                      |                                  |                      |                      |
|----------------------------------|---------------------|---------------------|--------------------------------|----------------------|----------------------------------|----------------------|----------------------|
|                                  | Child Development   | Community Services  | Economic Workforce Development | Energy               | Hispanic-Lat. Community Services | Housing and Homeless | Nutrition and Health |
| <b>EXPENSES AND LOSSES</b>       |                     |                     |                                |                      |                                  |                      |                      |
| Payroll                          | \$ 3,864,148        | \$ 700,374          | \$ 2,895,686                   | \$ 1,449,702         | \$ 233,653                       | \$ 105,322           | \$ 953,076           |
| Payroll taxes                    | 395,305             | 61,655              | 275,772                        | 148,585              | 25,636                           | 10,332               | 95,561               |
| Fringe benefits                  | 863,709             | 82,932              | 398,583                        | 249,569              | 7,921                            | 14,384               | 157,183              |
| Workers comp. insurance          | 26,718              | 3,371               | 9,020                          | 6,650                | 910                              | 1,090                | 11,753               |
| Retirement benefits              | 217,571             | 57,720              | 126,494                        | 77,118               | 4,809                            | 5,247                | 51,862               |
| Consultant and contractual       | 83,438              | 36,693              | 2,191,823                      | 812,241              | 103,902                          | 350                  | 17,396               |
| Travel and transportation        | 86,086              | 19,645              | 95,347                         | 39,934               | 1,318                            | 6,146                | 54,187               |
| Conferences and meetings         | 548                 | 16,528              | 4,157                          | 8,275                | 50                               | 150                  | 1,485                |
| Occupancy                        | 500,684             | 55,692              | 736,716                        | 110,320              | 19,656                           | -                    | 102,561              |
| Advertising                      | 2,348               | -                   | 11,460                         | 1,064                | -                                | -                    | 2,259                |
| Supplies                         | 190,204             | 17,754              | 47,368                         | 83,966               | 3,897                            | 226                  | 73,514               |
| Equip. rentals and maintenance   | 13,824              | 11,046              | 93,520                         | 16,060               | 5,461                            | -                    | 10,371               |
| Insurance                        | 15,915              | 35,466              | 6,965                          | 9,092                | 55                               | -                    | 6,144                |
| Telephone                        | 58,546              | 17,936              | 53,595                         | 34,927               | 2,711                            | 534                  | 32,976               |
| Postage                          | 5,077               | 1,272               | 2,502                          | 37,431               | 490                              | 32                   | 7,294                |
| Printing and publications        | 4,161               | 406                 | 1,452                          | 1,192                | 841                              | -                    | -                    |
| Subscriptions                    | 68                  | 2,209               | -                              | 148                  | -                                | -                    | -                    |
| Program support                  | -                   | 18,177              | 32,724                         | -                    | 4,740                            | -                    | -                    |
| Interest                         | 14,637              | -                   | -                              | -                    | -                                | -                    | -                    |
| Depreciation and amortization    | 41,435              | 2,708               | 6,533                          | 13,356               | 5,621                            | -                    | 13,885               |
| Assistance to clients            | 12,113              | -                   | 2,278,443                      | 8,415,746            | 300                              | 87,361               | 437,046              |
| Other direct expense             | 119,771             | 5,095               | 754,374                        | 8,636                | -                                | -                    | 284,680              |
| Miscellaneous                    | 38,493              | 10,741              | 672                            | 1,388                | 19,517                           | 1,730                | 15,019               |
| In-kind                          | 1,506,701           | -                   | 152,686                        | -                    | -                                | -                    | -                    |
| Loss on disposal of assets       | -                   | -                   | -                              | -                    | -                                | -                    | -                    |
| <b>SUBTOTAL</b>                  | <b>\$ 8,061,500</b> | <b>\$ 1,157,420</b> | <b>\$ 10,175,892</b>           | <b>\$ 11,525,400</b> | <b>\$ 441,488</b>                | <b>\$ 232,904</b>    | <b>\$ 2,328,252</b>  |
| Over applied indirect costs      | -                   | -                   | -                              | -                    | -                                | -                    | -                    |
| Eliminations                     | (1,506,701)         | -                   | (152,686)                      | -                    | -                                | -                    | -                    |
| <b>TOTAL EXPENSES AND LOSSES</b> | <b>\$ 6,554,799</b> | <b>\$ 1,157,420</b> | <b>\$ 10,023,206</b>           | <b>\$ 11,525,400</b> | <b>\$ 441,488</b>                | <b>\$ 232,904</b>    | <b>\$ 2,328,252</b>  |

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
 FOR THE YEAR ENDED JULY 31, 2014

|                                  | Program Services    |                    |                        |                      |                        | Total Program Services | Support Services     |  |
|----------------------------------|---------------------|--------------------|------------------------|----------------------|------------------------|------------------------|----------------------|--|
|                                  | Special Projects    | Volunteer Services | SNHS                   |                      | Management and General |                        | Total Expenses       |  |
|                                  |                     |                    | Management Corporation | Housing Corporations |                        |                        |                      |  |
| <b>EXPENSES AND LOSSES</b>       |                     |                    |                        |                      |                        |                        |                      |  |
| Payroll                          | \$ 74,950           | \$ 105,532         | \$ 449,408             | \$ 1,499,878         | \$ 12,331,729          | \$ 1,227,044           | \$ 13,558,773        |  |
| Payroll taxes                    | 7,604               | 10,005             | 40,264                 | 149,748              | 1,220,467              | 103,548                | 1,324,015            |  |
| Fringe benefits                  | 6,675               | 8,491              | 78,392                 | 274,272              | 2,142,111              | 136,341                | 2,278,452            |  |
| Workers comp. insurance          | 1,052               | 222                | 5,051                  | 44,377               | 110,214                | 7,424                  | 117,638              |  |
| Retirement benefits              | 4,447               | 4,405              | 26,855                 | 100,405              | 676,933                | 110,699                | 787,632              |  |
| Consultant and contractual       | 1,715,102           | 280                | 55,960                 | 625,090              | 5,642,275              | 109,769                | 5,752,044            |  |
| Travel and transportation        | 5,837               | 1,213              | 109,351                | 20,299               | 439,363                | 13,900                 | 453,263              |  |
| Conferences and meetings         | 3,593               | 149                | 39,689                 | 2,076                | 76,700                 | 2,106                  | 78,806               |  |
| Occupancy                        | 8,666               | -                  | 188,787                | 2,665,157            | 4,388,239              | 41,455                 | 4,429,694            |  |
| Advertising                      | 729                 | -                  | -                      | 1,456                | 19,316                 | -                      | 19,316               |  |
| Supplies                         | 3,104               | 3,561              | 7,292                  | 48,475               | 479,361                | 40,496                 | 519,857              |  |
| Equip. rentals and maintenance   | 3,317               | 201                | 11,730                 | 1,298                | 166,828                | 1,088                  | 167,916              |  |
| Insurance                        | -                   | 977                | 31,264                 | 291,351              | 397,229                | 10,651                 | 407,880              |  |
| Telephone                        | 2,044               | 1,921              | 7,883                  | 71,645               | 284,718                | 16,682                 | 301,400              |  |
| Postage                          | 127                 | 719                | 2,188                  | 7,849                | 64,981                 | 22,424                 | 87,405               |  |
| Printing and publications        | -                   | 195                | 5,216                  | 620                  | 14,083                 | 1,576                  | 15,659               |  |
| Subscriptions                    | -                   | -                  | 22                     | -                    | 2,447                  | 907                    | 3,354                |  |
| Program support                  | -                   | -                  | 342,892                | -                    | 398,533                | -                      | 398,533              |  |
| Interest                         | -                   | -                  | 42,046                 | 177,740              | 234,423                | -                      | 234,423              |  |
| Depreciation and amortization    | 3,000               | -                  | 254,069                | 1,966,799            | 2,307,406              | -                      | 2,307,406            |  |
| Assistance to clients            | 52,068              | -                  | 47,643                 | -                    | 11,330,720             | -                      | 11,330,720           |  |
| Other direct expense             | 15,753              | 610                | 418                    | 5,625                | 1,194,962              | 712                    | 1,195,674            |  |
| Miscellaneous                    | 766                 | 6,359              | 14,647                 | 12,840               | 122,172                | 1,514                  | 123,686              |  |
| In-kind                          | -                   | -                  | -                      | -                    | 1,659,387              | -                      | 1,659,387            |  |
| Loss on disposal of assets       | -                   | -                  | 10,433                 | 114,585              | 125,018                | -                      | 125,018              |  |
| <b>SUBTOTAL</b>                  | <b>\$ 1,908,834</b> | <b>\$ 144,840</b>  | <b>\$ 1,771,500</b>    | <b>\$ 8,081,585</b>  | <b>\$ 45,829,615</b>   | <b>\$ 1,848,336</b>    | <b>\$ 47,677,951</b> |  |
| Over applied indirect costs      | -                   | -                  | 23,058                 | -                    | 23,058                 | (318,345)              | (295,287)            |  |
| Eliminations                     | -                   | -                  | -                      | (505,231)            | (2,164,618)            | -                      | (2,164,618)          |  |
| <b>TOTAL EXPENSES AND LOSSES</b> | <b>\$ 1,908,834</b> | <b>\$ 144,840</b>  | <b>\$ 1,794,558</b>    | <b>\$ 7,576,354</b>  | <b>\$ 43,688,055</b>   | <b>\$ 1,529,991</b>    | <b>\$ 45,218,046</b> |  |

See independent auditor's report and accompanying notes to the financial statements.



## SOUTHERN NEW HAMPSHIRE SERVICES, INC.

## COMBINED STATEMENTS OF CASH FLOWS

## FOR THE YEARS ENDED JULY 31, 2015 AND 2014

|  | <u>2015</u>         | <u>2014</u>         |
|--|---------------------|---------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>  |                     |                     |
| Change in net assets   | \$ 571,482          | \$ 1,108,192        |
| Adjustments to reconcile change in net assets to net cash flows from operating activities: |                     |                     |
| Depreciation and amortization  | 2,328,453           | 2,307,406           |
| Loss on disposal of assets   | 38,090              | 125,018             |
| Unrealized gain on investments   | (24,840)            | (532,490)           |
| (Increase) decrease operating assets:  |                     |                     |
| Contracts receivable (net)   | 745,806             | (848,292)           |
| Accounts receivable (net)  | (207,326)           | (33,396)            |
| Prepaid expenses   | 15,928              | (56,586)            |
| Under applied overhead   | (110,574)           | (179,371)           |
| Increase (decrease) in operating liabilities:  |                     |                     |
| Accounts payable   | 132,618             | 95,873              |
| Accrued payroll and payroll taxes  | 88,771              | 241,250             |
| Accrued comp. absences   | 24,907              | (1,721)             |
| Accrued other liabilities  | (249,959)           | 467,156             |
| Refundable advances  | (635,732)           | (31,244)            |
| Over applied overhead  | -                   | (115,916)           |
| Tenant security deposits   | 12,539              | 11,376              |
| Total adjustments  | <u>2,158,681</u>    | <u>1,449,063</u>    |
| <b>NET CASH FLOWS FROM OPERATING ACTIVITIES</b>  | <u>2,730,163</u>    | <u>2,557,255</u>    |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>  |                     |                     |
| Purchase of fixed assets   | (1,611,081)         | (1,314,268)         |
| Proceeds from sale of fixed assets   | 63,882              | 8,000               |
| Purchase of investments  | (377,357)           | (2,176,119)         |
| Proceeds from sale of investments  | -                   | 2,000,000           |
| Deposit to restricted cash accounts  | (470,386)           | (43,735)            |
| <b>NET CASH FLOWS FROM INVESTING ACTIVITIES</b>  | <u>(2,394,942)</u>  | <u>(1,526,122)</u>  |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>  |                     |                     |
| Payments on long-term debt   | (168,437)           | (156,900)           |
| Net proceeds from capital advances   | -                   | 68,694              |
| <b>NET CASH FLOWS FROM FINANCING ACTIVITIES</b>  | <u>(168,437)</u>    | <u>(88,206)</u>     |
| <b>CHANGE IN CASH AND CASH EQUIVALENTS</b>   | <b>166,784</b>      | <b>942,927</b>      |
| <b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>                                       | <u>6,846,352</u>    | <u>5,903,425</u>    |
| <b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>   | <u>\$ 7,013,136</u> | <u>\$ 6,846,352</u> |
| <b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>                                    |                     |                     |
| Cash paid during the year for:   |                     |                     |
| Interest   | <u>\$ 208,685</u>   | <u>\$ 234,423</u>   |

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2015 AND 2014

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Nature of the Organization**

Southern New Hampshire Services, Inc. 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.  
SNHS Management Corporation  
SNHS Elderly Housing, Inc.  
SNHS Elderly Housing II, Inc.  
SNHS Elderly Housing III, Inc.  
SNHS Elderly Housing IV, Inc.  
SNHS Elderly Housing V, Inc.  
SNHS Elderly Housing VI, Inc.  
SNHS Elderly Housing VII, Inc.  
SNHS Elderly Housing VIII, Inc.  
SNHS Elderly Housing IX, Inc.  
SNHS Elderly Housing X, Inc.

SNHS Elderly Housing XI, Inc.  
Rural Housing for the Elderly, Inc.  
Rural Housing for the Elderly II, Inc.  
Sundial Elderly Housing, Inc.  
SNHS Ashland Elderly Housing, Inc.  
SNHS Farmington Elderly Housing, Inc.  
SNHS Greenfield Elderly Housing, Inc.  
SNHS North Berwick Elderly Housing, Inc.  
SNHS Northwood Elderly Housing, Inc.  
SNHS Pittsburg Elderly Housing, Inc.  
SNHS Raymond Elderly Housing, Inc.

**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, 2015 and 2014.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

---

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**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 the following corporations because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Southern New Hampshire Services, Inc.  
SNHS Management Corporation  
SNHS Elderly Housing, Inc.  
SNHS Elderly Housing II, Inc.  
SNHS Elderly Housing III, Inc.  
SNHS Elderly Housing IV, Inc.  
SNHS Elderly Housing V, Inc.  
SNHS Elderly Housing VI, Inc.  
SNHS Elderly Housing VII, Inc.  
SNHS Elderly Housing VIII, Inc.  
SNHS Elderly Housing IX, Inc.  
SNHS Elderly Housing X, Inc.

SNHS Elderly Housing XI, Inc.  
Rural Housing for the Elderly, Inc.  
Rural Housing for the Elderly II, Inc.  
Sundial Elderly Housing, Inc.  
SNHS Ashland Elderly Housing, Inc.  
SNHS Farmington Elderly Housing, Inc.  
SNHS Greenfield Elderly Housing, Inc.  
SNHS North Berwick Elderly Housing, Inc.  
SNHS Northwood Elderly Housing, Inc.  
SNHS Pittsburg Elderly Housing, Inc.  
SNHS Raymond Elderly Housing, Inc.

**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.

**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, 2015 and 2014.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

---

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**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. Federal and state grant revenue comprised 76% and 77% of total revenue in the fiscal years ended July 31, 2015 and 2014, 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 2015 and 2014 were generated through the Head Start and Economic Workforce Development programs.

**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, 2015 and 2014 was \$2,318,506 and \$2,297,459, 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.

**Other Assets**

Intangible assets, including financing fees, are being amortized on a straight-line basis over 15 to 35 years. Total amortization expense was \$9,947 for the years ended July 31, 2015 and 2014. Amortization of intangible assets is estimated to be \$9,947 annually for the next five years.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

---

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**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.

**Income Taxes**

The Organization qualifies as an organization exempt from income tax under Section 501 (c) (3) of the Internal Revenue Code. Management has determined that the Organization does not have any uncertain tax positions that would require the recording of any additional tax benefits or liabilities within the next twelve months. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Organization's tax returns will not be challenged by the taxing authorities and that the Organization will not be subject to additional tax, penalties and interest as a result of such challenge. Generally, the Organization's tax returns remain subject to examination for three years after they were filed which includes the tax years ending July 31, 2013, 2014 and 2015.

**Subsequent Events**

Management has made an evaluation of subsequent events through April 13, 2016, 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.

**Reclassifications**

Certain reclassifications have been made to the 2014 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.

NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements and capital advances associated with the combining housing projects and 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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 NOTES TO COMBINED FINANCIAL STATEMENTS  
 (Continued)

JULY 31, 2015 AND 2014

NOTE 3: FAIR VALUE MEASUREMENTS

FASB ASC 820, *Fair Value Measurements and Disclosures* establish a framework to measuring fair value within generally accepted accounting principles (GAAP). That framework 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 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. 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: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

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, 2015 and 2014.

*Mutual Funds*: Valued at the closing price reported on the active market on which the individual securities are traded.

The fair value by level of the Organization's investments consisted of the following as of July 31:

|              | 2015               |                   |                   |                    |
|--------------|--------------------|-------------------|-------------------|--------------------|
|              | <u>(Level 1)</u>   | <u>(Level 2)</u>  | <u>(Level 3)</u>  | <u>Total</u>       |
| Mutual Funds | <u>\$6,243,028</u> | \$ _____ -        | \$ _____ -        | <u>\$6,243,028</u> |
| Total        | <u>\$6,243,028</u> | <u>\$ _____ -</u> | <u>\$ _____ -</u> | <u>\$6,243,028</u> |
|              | 2014               |                   |                   |                    |
|              | <u>(Level 1)</u>   | <u>(Level 2)</u>  | <u>(Level 3)</u>  | <u>Total</u>       |
| Mutual Funds | <u>\$5,840,831</u> | \$ _____ -        | \$ _____ -        | <u>\$5,840,831</u> |
| Total        | <u>\$5,840,831</u> | <u>\$ _____ -</u> | <u>\$ _____ -</u> | <u>\$5,840,831</u> |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

|              | <i>2015</i>        |                         |                     | <i>2014</i>        |                         |                     |
|--------------|--------------------|-------------------------|---------------------|--------------------|-------------------------|---------------------|
|              | Cost               | Fair<br>Market<br>Value | Unrealized<br>Gains | Cost               | Fair<br>Market<br>Value | Unrealized<br>Gains |
| Mutual Funds | <u>\$4,702,343</u> | <u>\$6,243,028</u>      | <u>\$1,540,685</u>  | <u>\$4,324,986</u> | <u>\$5,840,831</u>      | <u>\$1,515,845</u>  |
| Total        | <u>\$4,702,343</u> | <u>\$6,243,028</u>      | <u>\$1,540,685</u>  | <u>\$4,324,986</u> | <u>\$5,840,831</u>      | <u>\$1,515,845</u>  |

The activities of the Organization's investment account are summarized as follows:

|                       | <i>2015</i>        | <i>2014</i>        |
|-----------------------|--------------------|--------------------|
| Fair Value – August 1 | <u>\$5,840,831</u> | <u>\$5,132,222</u> |
| Additions             | 377,357            | 2,176,119          |
| Distributions         | -                  | (2,000,000)        |
| Realized gains        | -                  | -                  |
| Unrealized gains      | <u>24,840</u>      | <u>532,490</u>     |
| Fair Value – July 31  | <u>\$6,243,028</u> | <u>\$5,840,831</u> |

NOTE 5: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

|  | <i>2015</i>       | <i>2014</i>      |
|--|-------------------|------------------|
| <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 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%.  | 326,669           | 348,669          |
| <u>SNHS Management Corporation</u>   |                   |                  |
| 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>   |
| Subtotal   | <u>\$ 507,944</u> | <u>\$529,944</u> |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 5: LONG-TERM DEBT (Continued)

|   | <u>2015</u>         | <u>2014</u>         |
|---|---------------------|---------------------|
| Subtotal Carried Forward  | \$ 507,944          | \$529,944           |
| <u>SNHS Management Corporation (Continued)</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%.   | 102,947             | 129,907             |
| 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 2016. Interest is at 2.996%.  | 182,912             | 214,269             |
| 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%.   | 478,206             | 495,947             |
| <u>Housing Corporations</u>   |                     |                     |
| Mortgage payable between Key Bank and SNHS Rural Housing for the Elderly, Inc., secured by real estate located in Greenville, NH, payable in monthly installments of \$14,044 including interest through 2040. Interest is at 5.120%.   | 2,380,136           | 2,430,658           |
| Mortgage payable between Oppenheimer and SNHS Elderly Housing, Inc., secured by real estate located in Epping, NH, payable in monthly installments of \$5,932 including interest through 2047. Interest is at 3.950%.   | 1,288,513           | 1,308,370           |
| Mortgage payable between the Town of Northwood and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Mortgage will be forgiven if real estate remains low income housing for 20 years and the entity does not generate residual receipts. Interest is at 0.000%. | 95,000              | 95,000              |
| Mortgage payable between NHHFA and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Mortgage payments are based upon surplus cash. Remaining balance due in 2040 or upon sale of the property. Interest is at 0.000%.   | 450,000             | 450,000             |
|   | <u>\$ 5,485,658</u> | <u>\$ 5,654,095</u> |
| Less: Current Portion   | <u>338,450</u>      | <u>174,392</u>      |
| Long-term debt, net of current portion  | <u>\$ 5,147,208</u> | <u>\$ 5,479,703</u> |



SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

---

NOTE 5: LONG-TERM DEBT (Continued)

Principal maturities for long-term debt for the subsequent fiscal years from July 31, 2015, are as follows:

|            |                     |
|------------|---------------------|
| 2016       | \$ 338,450          |
| 2017       | 151,144             |
| 2018       | 156,563             |
| 2019       | 146,385             |
| 2020       | 352,196             |
| Thereafter | <u>4,340,920</u>    |
| Total      | <u>\$ 5,485,658</u> |

NOTE 6: CAPITAL ADVANCES

The following is a summary of capital advances as of July 31:

|  | <u>2015</u>                 | <u>2014</u>         |
|--|-----------------------------|---------------------|
| <u>Housing Corporations</u>  |                             |                     |
| Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.    | <b>\$ 3,167,200</b>         | \$ 3,167,200        |
| Capital advance between HUD and Sundial Elderly Housing, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is 0.000%.                | <b>4,081,600</b>            | 4,081,600           |
| Capital advance between HUD and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.   | <b>3,460,700</b>            | 3,460,700           |
| Capital advance between HUD and SNHS Farmington Elderly Housing, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%. | <b>2,827,000</b>            | 2,827,000           |
| Capital advance between HUD and SNHS Elderly Housing V, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.          | <u><b>2,948,700</b></u>     | <u>2,948,700</u>    |
| Subtotal   | <b><u>\$ 16,485,200</u></b> | <u>\$16,485,200</u> |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

|  | <u>2015</u>                 | <u>2014</u>         |
|--|-----------------------------|---------------------|
| Subtotal Carried Forward   | <b>\$ 16,485,200</b>        | \$16,485,200        |
| Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%                 | <b>2,485,859</b>            | 2,485,859           |
| Capital advance between HUD and SNHS Elderly Housing III, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.               | <b>3,522,500</b>            | 3,522,500           |
| Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.                | <b>2,966,900</b>            | 2,966,900           |
| Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.          | <b>2,337,800</b>            | 2,337,800           |
| Capital advance between HUD and SNHS Elderly Housing IV, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.                   | <b>4,412,500</b>            | 4,412,500           |
| Capital advance between HUD and SNHS Raymond Elderly Housing, Inc., secured by real estate located in Raymond, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.             | <b>1,773,900</b>            | 1,773,900           |
| Capital advance between HUD and SNHS Pittsburg Elderly Housing, Inc., secured by real estate located in Pittsburg, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.         | <b>1,481,082</b>            | 1,481,082           |
| Capital advance between HUD and SNHS North Berwick Elderly Housing, Inc., secured by real estate located in North Berwick, ME. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%. | <b><u>2,016,800</u></b>     | <u>2,016,800</u>    |
| Subtotal   | <b><u>\$ 37,482,541</u></b> | <u>\$37,482,541</u> |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

|  | <u>2015</u>                 | <u>2014</u>          |
|--|-----------------------------|----------------------|
| Subtotal Carried Forward   | <b>\$ 37,482,541</b>        | \$37,482,541         |
| Capital advance between HUD and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%. | <b>1,545,300</b>            | 1,545,300            |
| Capital advance between HUD and Ashland Elderly Housing, Inc., secured by real estate located in Ashland, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.            | <b>3,426,100</b>            | 3,426,100            |
| Capital advance between HUD and SNHS Elderly Housing VI, Inc., secured by real estate located in Bristol, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.            | <b>2,711,900</b>            | 2,711,900            |
| Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.        | <b>5,143,400</b>            | 5,143,400            |
| Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.        | <b>3,151,000</b>            | 3,151,000            |
| Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. The Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.    | <b>2,596,400</b>            | 2,596,400            |
| Capital advance between HUD and SNHS Elderly Housing VIII, Inc., secured by real estate located in Campton, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.          | <b>2,352,500</b>            | 2,352,500            |
| Capital advance between HUD and SNHS Elderly Housing IX, Inc., secured by real estate located in Plymouth, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.           | <b><u>2,341,700</u></b>     | <u>2,341,700</u>     |
| Subtotal   | <b>\$ <u>60,750,841</u></b> | \$ <u>60,750,841</u> |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

|   | <u>2015</u>         | <u>2014</u>         |
|---|---------------------|---------------------|
| Subtotal Carried Forward  | \$60,750,841        | \$60,750,841        |
| Capital advance between HUD and SNHS Elderly Housing XI, Inc., secured by real estate located in Lancaster, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%. | 3,231,300           | 3,231,300           |
| Capital advance between HUD and SNHS Elderly Housing X, Inc., secured by real estate located in Woodstock, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.  | <u>2,351,200</u>    | <u>2,351,200</u>    |
| Total   | <u>\$66,333,341</u> | <u>\$66,333,341</u> |

NOTE 7: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2015 and 2014 equaled \$789,052 and \$722,747, respectively. The leases expire at various times through July 2017. 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, 2015:

|       |                  |
|-------|------------------|
| 2016  | \$742,950        |
| 2017  | <u>22,021</u>    |
| Total | <u>\$764,971</u> |

NOTE 8: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 5% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2015 and 2014 was \$859,580 and \$787,632, respectively.

NOTE 9: 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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

---

NOTE 10: 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**

During the year, 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.

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 principle 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, 2015. 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 principle amount at July 31, 2015 is \$760,000. The note repayment is accelerated if the units fall out of compliance.

**J. Brown Homestead Property**

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by Southern New Hampshire Services, Inc. (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.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

---

NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

**J. Brown Homestead Property** (Continued)

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 principle 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, 2015 and 2014 is \$151,105 and \$181,326, 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.  
COMBINING SCHEDULE OF FINANCIAL POSITION  
JULY 31, 2015

Schedule A

|   | 10/14/15/30/40/<br>50/80/81/82/810<br>/845/1275 |   |                                     |                     |
|---|---|---|-------------------------------------|---------------------|
|   | 105   | 110   |                                     |                     |
|   | SNHS<br>Management<br>Corporation               | Rural Housing<br>for the Elderly II<br>Landing II | Rural Housing<br>for the<br>Elderly |                     |
|   | SNHS, Inc.                                      |   |                                     |                     |
| <b>ASSETS</b>                           |   |   |                                     |                     |
| <b>CURRENT ASSETS</b>                   |   |   |                                     |                     |
| Cash                                    | \$ 88,728                                       | \$ 5,744,983                                      | \$ 56,376                           | \$ 139,112          |
| Investments                             | -   | 6,243,028   | -                                   | -                   |
| Contracts receivable                    | 3,021,319                                       | 107,423   | 659                                 | 6,494               |
| Accounts receivable                     | -   | 440,559   | -                                   | -                   |
| Prepaid expenses                        | 33,122  | 16,863  | 12,034                              | 23,088              |
| Under applied overhead                  | 289,945   | -   | -                                   | -                   |
| Due from other corporations             | 5,469,964                                       | 120,067   | -                                   | -                   |
| Total current assets                    | <u>8,903,078</u>                                | <u>12,672,923</u>                                 | <u>69,069</u>                       | <u>168,694</u>      |
| <b>FIXED ASSETS</b>                     |   |   |                                     |                     |
| Land                                    | 219,849   | 1,742,613   | 16,498                              | 236,849             |
| Buildings and improvements              | 1,525,302                                       | 5,544,623   | 3,277,537                           | 3,953,032           |
| Vehicles and equipment                  | 832,813   | 404,922   | 20,879                              | 283,184             |
| Total fixed assets                      | <u>2,577,964</u>                                | <u>7,692,158</u>                                  | <u>3,314,914</u>                    | <u>4,473,065</u>    |
| Less - accumulated depreciation         | <u>(1,323,598)</u>                              | <u>(2,854,087)</u>                                | <u>(1,198,028)</u>                  | <u>(2,617,330)</u>  |
| Net fixed assets                        | <u>1,254,366</u>                                | <u>4,838,071</u>                                  | <u>2,116,886</u>                    | <u>1,855,735</u>    |
| <b>OTHER ASSETS</b>                     |   |   |                                     |                     |
| Restricted cash                         | 24,589  | 232,183   | 165,569                             | 506,707             |
| Miscellaneous other assets              | -   | 137,555   | -                                   | 135,241             |
| Total other assets                      | <u>24,589</u>                                   | <u>369,738</u>                                    | <u>165,569</u>                      | <u>641,948</u>      |
| <b>TOTAL ASSETS</b>                     | <u>\$ 10,182,033</u>                            | <u>\$ 17,880,732</u>                              | <u>\$ 2,351,524</u>                 | <u>\$ 2,666,377</u> |
| <b>LIABILITIES AND NET ASSETS</b>       |   |   |                                     |                     |
| <b>CURRENT LIABILITIES</b>              |   |   |                                     |                     |
| Accounts payable                        | \$ 386,857                                      | \$ 35,501   | \$ 1,815                            | \$ 18,947           |
| Accrued payroll and payroll taxes       | 465,375   | 521,326   | 3,703                               | 8,293               |
| Accrued compensated absences            | -   | 647,031   | -                                   | -                   |
| Accrued other liabilities               | 365,742   | -   | 8,392                               | 36,766              |
| Refundable advances                     | 1,392,133                                       | -   | 58                                  | 100                 |
| Tenant security deposits                | 24,514  | 11,724  | 16,582                              | 19,390              |
| Due to other corporations               | 4,254,772                                       | 755,421   | 31,327                              | 51,377              |
| Current portion of long-term debt       | 33,275  | 229,700   | -                                   | 56,571              |
| Total current liabilities               | <u>6,922,668</u>                                | <u>2,200,703</u>                                  | <u>61,877</u>                       | <u>191,444</u>      |
| <b>LONG-TERM LIABILITIES</b>            |   |   |                                     |                     |
| Long-term debt, less current portion    | 304,669   | 704,365   | -                                   | 2,323,565           |
| Capital advances                        | -   | -   | 3,167,200                           | -                   |
| Total long-term liabilities             | <u>304,669</u>                                  | <u>704,365</u>                                    | <u>3,167,200</u>                    | <u>2,323,565</u>    |
| <b>TOTAL LIABILITIES</b>                | <u>7,227,337</u>                                | <u>2,905,068</u>                                  | <u>3,229,077</u>                    | <u>2,515,009</u>    |
| <b>NET ASSETS</b>                       |   |   |                                     |                     |
| Unrestricted                            | 2,954,696                                       | 14,975,664  | (877,553)                           | 151,368             |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u>\$ 10,182,033</u>                            | <u>\$ 17,880,732</u>                              | <u>\$ 2,351,524</u>                 | <u>\$ 2,666,377</u> |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

|   | 120                     | 130                           | 140                                     | 145                             |
|---|-------------------------|-------------------------------|---|---------------------------------|
|   | SNHS Elderly<br>Housing | Sundial<br>Elderly<br>Housing | SNHS<br>Northwood<br>Elderly<br>Housing | SNHS Elderly<br>Housing,<br>VII |
| <b>ASSETS</b>                           |                         |                               |   |                                 |
| <b>CURRENT ASSETS</b>                   |                         |                               |   |                                 |
| Cash                                    | \$ 29,084               | \$ 70,684                     | \$ 100,014                              | \$ 51,235                       |
| Investments                             | -                       | -                             | -                                       | -                               |
| Contracts receivable                    | 10,637                  | 1,308                         | -                                       | 900                             |
| Accounts receivable                     | -                       | -                             | -                                       | -                               |
| Prepaid expenses                        | 3,371                   | 19,742                        | 5,290                                   | 3,904                           |
| Under applied overhead                  | -                       | -                             | -                                       | -                               |
| Due from other corporations             | -                       | -                             | -                                       | -                               |
| Total current assets                    | <u>43,092</u>           | <u>91,734</u>                 | <u>105,304</u>                          | <u>56,039</u>                   |
| <b>FIXED ASSETS</b>                     |                         |                               |   |                                 |
| Land                                    | 94,112                  | 342,450                       | 82,489                                  | 662,211                         |
| Buildings and improvements              | 1,139,702               | 4,049,672                     | 3,485,906                               | 4,421,448                       |
| Vehicles and equipment                  | 30,733                  | 45,284                        | 22,269                                  | 35,003                          |
| Total fixed assets                      | <u>1,264,547</u>        | <u>4,437,406</u>              | <u>3,590,664</u>                        | <u>5,118,662</u>                |
| Less - accumulated depreciation         | <u>(701,221)</u>        | <u>(1,899,288)</u>            | <u>(853,313)</u>                        | <u>(627,964)</u>                |
| Net fixed assets                        | <u>563,326</u>          | <u>2,538,118</u>              | <u>2,737,351</u>                        | <u>4,490,698</u>                |
| <b>OTHER ASSETS</b>                     |                         |                               |   |                                 |
| Restricted cash                         | 268,001                 | 291,910                       | 60,062                                  | 119,351                         |
| Miscellaneous other assets              | 130,460                 | -                             | -                                       | 3,361                           |
| Total other assets                      | <u>398,461</u>          | <u>291,910</u>                | <u>60,062</u>                           | <u>122,712</u>                  |
| <b>TOTAL ASSETS</b>                     | <u>\$ 1,004,879</u>     | <u>\$ 2,921,762</u>           | <u>\$ 2,902,717</u>                     | <u>\$ 4,669,449</u>             |
| <b>LIABILITIES AND NET ASSETS</b>       |                         |                               |   |                                 |
| <b>CURRENT LIABILITIES</b>              |                         |                               |   |                                 |
| Accounts payable                        | \$ 1,860                | \$ 1,147                      | \$ 168                                  | \$ 1,995                        |
| Accrued payroll and payroll taxes       | 2,208                   | 7,132                         | 2,595                                   | 1,183                           |
| Accrued compensated absences            | -                       | -                             | -                                       | -                               |
| Accrued other liabilities               | 7,471                   | 13,175                        | 2,333                                   | 33,497                          |
| Refundable advances                     | -                       | 1,737                         | -                                       | -                               |
| Tenant security deposits                | 6,041                   | 27,902                        | 10,401                                  | 11,568                          |
| Due to other corporations               | 87,925                  | 46,667                        | 29,896                                  | 7,401                           |
| Current portion of long-term debt       | 18,904                  | -                             | -                                       | -                               |
| Total current liabilities               | <u>124,409</u>          | <u>97,760</u>                 | <u>45,393</u>                           | <u>55,644</u>                   |
| <b>LONG-TERM LIABILITIES</b>            |                         |                               |   |                                 |
| Long-term debt, less current portion    | 1,269,609               | -                             | 95,000                                  | -                               |
| Capital advances                        | -                       | 4,081,600                     | 3,460,700                               | 5,143,400                       |
| Total long-term liabilities             | <u>1,269,609</u>        | <u>4,081,600</u>              | <u>3,555,700</u>                        | <u>5,143,400</u>                |
| <b>TOTAL LIABILITIES</b>                | <u>1,394,018</u>        | <u>4,179,360</u>              | <u>3,601,093</u>                        | <u>5,199,044</u>                |
| <b>NET ASSETS</b>                       |                         |                               |   |                                 |
| Unrestricted                            | <u>(389,139)</u>        | <u>(1,257,598)</u>            | <u>(698,376)</u>                        | <u>(529,595)</u>                |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u>\$ 1,004,879</u>     | <u>\$ 2,921,762</u>           | <u>\$ 2,902,717</u>                     | <u>\$ 4,669,449</u>             |



SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

|   | 146                          | 147   | 150                                   | 155                          |
|---|------------------------------|---|---------------------------------------|------------------------------|
|   | SNHS Elderly<br>Housing, VII | SNHS Elderly<br>Housing, VIIA -<br>Construction | SNHS<br>Farmington<br>Elderly Housing | SNHS Elderly<br>Housing<br>V |
| <b>ASSETS</b>                           |                              |   |                                       |                              |
| <b>CURRENT ASSETS</b>                   |                              |   |                                       |                              |
| Cash                                    | \$ 58,540                    | \$ 46,309                                       | \$ 23,009                             | \$ 32,541                    |
| Investments                             | -                            | -   | -                                     | -                            |
| Contracts receivable                    | -                            | -   | 217,654                               | 463                          |
| Accounts receivable                     | -                            | -   | -                                     | -                            |
| Prepaid expenses                        | 2,494                        | 2,040   | 6,171                                 | 2,771                        |
| Under applied overhead                  | -                            | -   | -                                     | -                            |
| Due from other corporations             | -                            | (4,307)   | -                                     | -                            |
| Total current assets                    | <u>61,034</u>                | <u>44,042</u>                                   | <u>246,834</u>                        | <u>35,775</u>                |
| <b>FIXED ASSETS</b>                     |                              |   |                                       |                              |
| Land                                    | 570,320                      | 373,643   | 267,538                               | 150,000                      |
| Buildings and improvements              | 2,639,154                    | 2,164,729                                       | 2,750,139                             | 2,731,835                    |
| Vehicles and equipment                  | 25,923                       | 44,125  | 28,403                                | 100,536                      |
| Total fixed assets                      | <u>3,235,397</u>             | <u>2,582,497</u>                                | <u>3,046,080</u>                      | <u>2,982,371</u>             |
| Less - accumulated depreciation         | (299,443)                    | (135,379)                                       | (1,260,946)                           | (696,197)                    |
| Net fixed assets                        | <u>2,935,954</u>             | <u>2,447,118</u>                                | <u>1,785,134</u>                      | <u>2,286,174</u>             |
| <b>OTHER ASSETS</b>                     |                              |   |                                       |                              |
| Restricted cash                         | 152,604                      | 90,450  | 112,317                               | 99,015                       |
| Miscellaneous other assets              | 1,889                        | -   | -                                     | -                            |
| Total other assets                      | <u>154,493</u>               | <u>90,450</u>                                   | <u>112,317</u>                        | <u>99,015</u>                |
| <b>TOTAL ASSETS</b>                     | <u>\$ 3,151,481</u>          | <u>\$ 2,581,610</u>                             | <u>\$ 2,144,285</u>                   | <u>\$ 2,420,964</u>          |
| <b>LIABILITIES AND NET ASSETS</b>       |                              |   |                                       |                              |
| <b>CURRENT LIABILITIES</b>              |                              |   |                                       |                              |
| Accounts payable                        | \$ 1,564                     | \$ 2,223  | \$ 97,910                             | \$ 3,595                     |
| Accrued payroll and payroll taxes       | 2,127                        | 2,150   | 2,912                                 | 2,339                        |
| Accrued compensated absences            | -                            | -   | -                                     | -                            |
| Accrued other liabilities               | 11,589                       | 9,799   | 188,031                               | 17,007                       |
| Refundable advances                     | -                            | -   | 3,157                                 | -                            |
| Tenant security deposits                | 8,108                        | 6,105   | 13,352                                | 9,112                        |
| Due to other corporations               | 6,774                        | -   | 20,853                                | 8,388                        |
| Current portion of long-term debt       | -                            | -   | -                                     | -                            |
| Total current liabilities               | <u>30,162</u>                | <u>20,277</u>                                   | <u>326,215</u>                        | <u>40,441</u>                |
| <b>LONG-TERM LIABILITIES</b>            |                              |   |                                       |                              |
| Long-term debt, less current portion    | -                            | -   | -                                     | -                            |
| Capital advances                        | 3,151,000                    | 2,596,400                                       | 2,827,000                             | 2,948,700                    |
| Total long-term liabilities             | <u>3,151,000</u>             | <u>2,596,400</u>                                | <u>2,827,000</u>                      | <u>2,948,700</u>             |
| <b>TOTAL LIABILITIES</b>                | <u>3,181,162</u>             | <u>2,616,677</u>                                | <u>3,153,215</u>                      | <u>2,989,141</u>             |
| <b>NET ASSETS</b>                       |                              |   |                                       |                              |
| Unrestricted                            | (29,681)                     | (35,067)  | (1,008,930)                           | (568,177)                    |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u>\$ 3,151,481</u>          | <u>\$ 2,581,610</u>                             | <u>\$ 2,144,285</u>                   | <u>\$ 2,420,964</u>          |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

|   | 160                                     | 170                            | 175                                    | 180  |
|---|---|--------------------------------|--|--|
|   | SNHS Elderly<br>Housing II -<br>Roberge | SNHS<br>Elderly<br>Housing III | SNHS Elderly<br>Housing II -<br>Chasse | Rural Housing<br>for the Elderly II<br>- Landing I |
| <b>ASSETS</b>                           |   |                                |  |  |
| <b>CURRENT ASSETS</b>                   |   |                                |  |  |
| Cash                                    | \$ 68,300                               | \$ 69,216                      | \$ 66,115                              | \$ 34,618  |
| Investments                             | -                                       | -                              | -                                      | -  |
| Contracts receivable                    | -                                       | 305                            | -                                      | 1,489  |
| Accounts receivable                     | -                                       | -                              | -                                      | -  |
| Prepaid expenses                        | 6,045                                   | 5,920                          | 5,542                                  | 9,008  |
| Under applied overhead                  | -                                       | -                              | -                                      | -  |
| Due from other corporations             | -                                       | -                              | -                                      | -  |
| Total current assets                    | <u>74,345</u>                           | <u>75,441</u>                  | <u>71,657</u>                          | <u>45,115</u>                                      |
| <b>FIXED ASSETS</b>                     |   |                                |  |  |
| Land                                    | 146,270                                 | 305,901                        | 7,420                                  | 7,898  |
| Buildings and improvements              | 2,489,584                               | 3,356,913                      | 2,977,084                              | 2,539,551  |
| Vehicles and equipment                  | 31,190                                  | 37,613                         | 24,815                                 | 13,556   |
| Total fixed assets                      | <u>2,667,044</u>                        | <u>3,700,427</u>               | <u>3,009,319</u>                       | <u>2,561,005</u>                                   |
| Less - accumulated depreciation         | <u>(1,278,120)</u>                      | <u>(1,422,795)</u>             | <u>(913,546)</u>                       | <u>(983,367)</u>                                   |
| Net fixed assets                        | <u>1,388,924</u>                        | <u>2,277,632</u>               | <u>2,095,773</u>                       | <u>1,577,638</u>                                   |
| <b>OTHER ASSETS</b>                     |   |                                |  |  |
| Restricted cash                         | 134,558                                 | 296,286                        | 202,438                                | 118,515  |
| Miscellaneous other assets              | -                                       | -                              | -                                      | -  |
| Total other assets                      | <u>134,558</u>                          | <u>296,286</u>                 | <u>202,438</u>                         | <u>118,515</u>                                     |
| <b>TOTAL ASSETS</b>                     | <u>\$ 1,597,827</u>                     | <u>\$ 2,649,359</u>            | <u>\$ 2,369,868</u>                    | <u>\$ 1,741,268</u>                                |
| <b>LIABILITIES AND NET ASSETS</b>       |   |                                |  |  |
| <b>CURRENT LIABILITIES</b>              |   |                                |  |  |
| Accounts payable                        | \$ 2,535                                | \$ 1,652                       | \$ 10,379                              | \$ 2,981   |
| Accrued payroll and payroll taxes       | 3,355                                   | 3,646                          | 3,492                                  | 3,487  |
| Accrued compensated absences            | -                                       | -                              | -                                      | -  |
| Accrued other liabilities               | 9,885                                   | 12,930                         | 10,288                                 | 8,034  |
| Refundable advances                     | 52                                      | -                              | -                                      | 169  |
| Tenant security deposits                | 14,269                                  | 17,877                         | 12,098                                 | 13,032   |
| Due to other corporations               | 28,076                                  | 33,479                         | 26,014                                 | 32,599   |
| Current portion of long-term debt       | -                                       | -                              | -                                      | -  |
| Total current liabilities               | <u>58,172</u>                           | <u>69,584</u>                  | <u>62,271</u>                          | <u>60,302</u>                                      |
| <b>LONG-TERM LIABILITIES</b>            |   |                                |  |  |
| Long-term debt, less current portion    | -                                       | -                              | -                                      | -  |
| Capital advances                        | 2,485,859                               | 3,522,500                      | 2,966,900                              | 2,337,800  |
| Total long-term liabilities             | <u>2,485,859</u>                        | <u>3,522,500</u>               | <u>2,966,900</u>                       | <u>2,337,800</u>                                   |
| <b>TOTAL LIABILITIES</b>                | <u>2,544,031</u>                        | <u>3,592,084</u>               | <u>3,029,171</u>                       | <u>2,398,102</u>                                   |
| <b>NET ASSETS</b>                       |   |                                |  |  |
| Unrestricted                            | <u>(946,204)</u>                        | <u>(942,725)</u>               | <u>(659,303)</u>                       | <u>(656,834)</u>                                   |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u>\$ 1,597,827</u>                     | <u>\$ 2,649,359</u>            | <u>\$ 2,369,868</u>                    | <u>\$ 1,741,268</u>                                |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
COMBINING SCHEDULE OF FINANCIAL POSITION  
JULY 31, 2015

Schedule A (Continued)

|   | 185                           | 190                             | 200                                  | 210                                      |
|---|-------------------------------|---------------------------------|--------------------------------------|--|
|   | SNHS Elderly<br>Housing<br>IV | SNHS Raymond<br>Elderly Housing | SNHS<br>Pittsburg<br>Elderly Housing | SNHS North<br>Berwick Elderly<br>Housing |
| <b>ASSETS</b>                           |                               |                                 |                                      |  |
| <b>CURRENT ASSETS</b>                   |                               |                                 |                                      |  |
| Cash                                    | \$ 35,770                     | \$ 27,292                       | \$ 22,377                            | \$ 39,996                                |
| Investments                             | -                             | -                               | -                                    | -  |
| Contracts receivable                    | -                             | -                               | -                                    | 143                                      |
| Accounts receivable                     | -                             | -                               | -                                    | -  |
| Prepaid expenses                        | 8,423                         | 3,400                           | 2,645                                | 6,423                                    |
| Under applied overhead                  | -                             | -                               | -                                    | -  |
| Due from other corporations             | -                             | -                               | -                                    | -  |
| Total current assets                    | <u>44,193</u>                 | <u>30,692</u>                   | <u>25,022</u>                        | <u>46,562</u>                            |
| <b>FIXED ASSETS</b>                     |                               |                                 |                                      |  |
| Land                                    | 168,777                       | 121,331                         | 17,190                               | 138,744                                  |
| Buildings and improvements              | 4,344,731                     | 1,784,101                       | 1,608,802                            | 1,942,584                                |
| Vehicles and equipment                  | 23,892                        | 29,433                          | 13,322                               | 34,930                                   |
| Total fixed assets                      | <u>4,537,400</u>              | <u>1,934,865</u>                | <u>1,639,314</u>                     | <u>2,116,258</u>                         |
| Less - accumulated depreciation         | <u>(1,137,270)</u>            | <u>(798,184)</u>                | <u>(724,537)</u>                     | <u>(754,052)</u>                         |
| Net fixed assets                        | <u>3,400,130</u>              | <u>1,136,681</u>                | <u>914,777</u>                       | <u>1,362,206</u>                         |
| <b>OTHER ASSETS</b>                     |                               |                                 |                                      |  |
| Restricted cash                         | 232,420                       | 122,930                         | 102,704                              | 176,207                                  |
| Miscellaneous other assets              | -                             | -                               | -                                    | -  |
| Total other assets                      | <u>232,420</u>                | <u>122,930</u>                  | <u>102,704</u>                       | <u>176,207</u>                           |
| <b>TOTAL ASSETS</b>                     | <u>\$ 3,676,743</u>           | <u>\$ 1,290,303</u>             | <u>\$ 1,042,503</u>                  | <u>\$ 1,584,975</u>                      |
| <b>LIABILITIES AND NET ASSETS</b>       |                               |                                 |                                      |  |
| <b>CURRENT LIABILITIES</b>              |                               |                                 |                                      |  |
| Accounts payable                        | \$ 2,591                      | \$ 516                          | \$ 579                               | \$ 490                                   |
| Accrued payroll and payroll taxes       | 4,081                         | 2,208                           | 1,758                                | 1,832                                    |
| Accrued compensated absences            | -                             | -                               | -                                    | -  |
| Accrued other liabilities               | 11,401                        | 3,334                           | 2,548                                | 1,752                                    |
| Refundable advances                     | -                             | -                               | -                                    | -  |
| Tenant security deposits                | 16,339                        | 8,432                           | 6,760                                | 8,454                                    |
| Due to other corporations               | 9,008                         | 19,702                          | 37,960                               | 23,712                                   |
| Current portion of long-term debt       | -                             | -                               | -                                    | -  |
| Total current liabilities               | <u>43,420</u>                 | <u>34,192</u>                   | <u>49,605</u>                        | <u>36,240</u>                            |
| <b>LONG-TERM LIABILITIES</b>            |                               |                                 |                                      |  |
| Long-term debt, less current portion    | -                             | -                               | -                                    | -  |
| Capital advances                        | <u>4,412,500</u>              | <u>1,773,900</u>                | <u>1,481,082</u>                     | <u>2,016,800</u>                         |
| Total long-term liabilities             | <u>4,412,500</u>              | <u>1,773,900</u>                | <u>1,481,082</u>                     | <u>2,016,800</u>                         |
| <b>TOTAL LIABILITIES</b>                | <u>4,455,920</u>              | <u>1,808,092</u>                | <u>1,530,687</u>                     | <u>2,053,040</u>                         |
| <b>NET ASSETS</b>                       |                               |                                 |                                      |  |
| Unrestricted                            | <u>(779,177)</u>              | <u>(517,789)</u>                | <u>(488,184)</u>                     | <u>(468,065)</u>                         |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u>\$ 3,676,743</u>           | <u>\$ 1,290,303</u>             | <u>\$ 1,042,503</u>                  | <u>\$ 1,584,975</u>                      |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

|   | 220                                   | 230                             | 235                        | 240                          |
|---|---------------------------------------|---------------------------------|----------------------------|------------------------------|
|   | SNHS<br>Greenfield<br>Elderly Housing | SNHS Ashland<br>Elderly Housing | SNHS Elderly<br>Housing VI | SNHS Elderly<br>Housing VIII |
| <b>ASSETS</b>                           |                                       |                                 |                            |                              |
| <b>CURRENT ASSETS</b>                   |                                       |                                 |                            |                              |
| Cash                                    | \$ 44.635                             | \$ 32.000                       | \$ 17.742                  | \$ 28.185                    |
| Investments                             | -                                     | -                               | -                          | -                            |
| Contracts receivable                    | -                                     | 298                             | 160                        | 252                          |
| Accounts receivable                     | -                                     | -                               | -                          | -                            |
| Prepaid expenses                        | 4.660                                 | 4.030                           | 2.015                      | 2.015                        |
| Under applied overhead                  | -                                     | -                               | -                          | -                            |
| Due from other corporations             | -                                     | -                               | -                          | -                            |
| Total current assets                    | <u>49.295</u>                         | <u>36.328</u>                   | <u>19.917</u>              | <u>30.452</u>                |
| <b>FIXED ASSETS</b>                     |                                       |                                 |                            |                              |
| Land                                    | 71.312                                | 295.000                         | 309.800                    | 220.000                      |
| Buildings and improvements              | 2.002.691                             | 2.989.901                       | 2.577.277                  | 2.285.036                    |
| Vehicles and equipment                  | 23.777                                | 82.557                          | 20.356                     | 19.078                       |
| Total fixed assets                      | <u>2.097.780</u>                      | <u>3.367.458</u>                | <u>2.907.433</u>           | <u>2.524.114</u>             |
| Less - accumulated depreciation         | (715.626)                             | (634.639)                       | (450.444)                  | (201.083)                    |
| Net fixed assets                        | <u>1.382.154</u>                      | <u>2.732.819</u>                | <u>2.456.989</u>           | <u>2.323.031</u>             |
| <b>OTHER ASSETS</b>                     |                                       |                                 |                            |                              |
| Restricted cash                         | 134.332                               | 417.527                         | 46.129                     | 97.162                       |
| Miscellaneous other assets              | -                                     | -                               | -                          | -                            |
| Total other assets                      | <u>134.332</u>                        | <u>417.527</u>                  | <u>46.129</u>              | <u>97.162</u>                |
| <b>TOTAL ASSETS</b>                     | <u>\$ 1,565.781</u>                   | <u>\$ 3,186.674</u>             | <u>\$ 2,523.035</u>        | <u>\$ 2,450.645</u>          |
| <b>LIABILITIES AND NET ASSETS</b>       |                                       |                                 |                            |                              |
| <b>CURRENT LIABILITIES</b>              |                                       |                                 |                            |                              |
| Accounts payable                        | \$ 281                                | \$ 2.235                        | \$ 1.481                   | \$ 2.241                     |
| Accrued payroll and payroll taxes       | 1.741                                 | 2.003                           | 1.335                      | 1.236                        |
| Accrued compensated absences            | -                                     | -                               | -                          | -                            |
| Accrued other liabilities               | 5.973                                 | 14.210                          | 14.533                     | 3.936                        |
| Refundable advances                     | -                                     | -                               | -                          | -                            |
| Tenant security deposits                | 6.853                                 | 9.747                           | 6.138                      | 5.172                        |
| Due to other corporations               | 21.529                                | 4.190                           | 21.906                     | 7.861                        |
| Current portion of long-term debt       | -                                     | -                               | -                          | -                            |
| Total current liabilities               | <u>36.377</u>                         | <u>32.385</u>                   | <u>45.393</u>              | <u>20.446</u>                |
| <b>LONG-TERM LIABILITIES</b>            |                                       |                                 |                            |                              |
| Long-term debt, less current portion    | 450.000                               | -                               | -                          | -                            |
| Capital advances                        | 1.545.300                             | 3.426.100                       | 2.711.900                  | 2.352.500                    |
| Total long-term liabilities             | <u>1.995.300</u>                      | <u>3.426.100</u>                | <u>2.711.900</u>           | <u>2.352.500</u>             |
| <b>TOTAL LIABILITIES</b>                | <u>2.031.677</u>                      | <u>3.458.485</u>                | <u>2.757.293</u>           | <u>2.372.946</u>             |
| <b>NET ASSETS</b>                       |                                       |                                 |                            |                              |
| Unrestricted                            | (465.896)                             | (271.811)                       | (234.258)                  | 77.699                       |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u>\$ 1,565.781</u>                   | <u>\$ 3,186.674</u>             | <u>\$ 2,523.035</u>        | <u>\$ 2,450.645</u>          |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

|   | 245                        | 250                       | 255                        |
|---|----------------------------|---------------------------|----------------------------|
|   | SNHS Elderly<br>Housing IX | SNHS Elderly<br>Housing X | SNHS Elderly<br>Housing XI |
| <b>ASSETS</b>                           |                            |                           |                            |
| <b>CURRENT ASSETS</b>                   |                            |                           |                            |
| Cash                                    | \$ 27,943                  | \$ 27,404                 | \$ 30,991                  |
| Investments                             | -                          | -                         | -                          |
| Contracts receivable                    | -                          | 881                       | 56                         |
| Accounts receivable                     | -                          | -                         | -                          |
| Prepaid expenses                        | 1,763                      | 1,763                     | 2,519                      |
| Under applied overhead                  | -                          | -                         | -                          |
| Due from other corporations             | -                          | -                         | -                          |
| Total current assets                    | <u>29,706</u>              | <u>30,048</u>             | <u>33,566</u>              |
| <b>FIXED ASSETS</b>                     |                            |                           |                            |
| Land                                    | 164,894                    | 150,000                   | 352,414                    |
| Buildings and improvements              | 2,352,305                  | 2,347,246                 | 2,772,061                  |
| Vehicles and equipment                  | 19,200                     | 23,554                    | 48,630                     |
| Total fixed assets                      | <u>2,536,399</u>           | <u>2,520,800</u>          | <u>3,173,105</u>           |
| Less - accumulated depreciation         | (205,727)                  | (185,060)                 | (154,088)                  |
| Net fixed assets                        | <u>2,330,672</u>           | <u>2,335,740</u>          | <u>3,019,017</u>           |
| <b>OTHER ASSETS</b>                     |                            |                           |                            |
| Restricted cash                         | 77,389                     | 66,781                    | 115,317                    |
| Miscellaneous other assets              | -                          | -                         | -                          |
| Total other assets                      | <u>77,389</u>              | <u>66,781</u>             | <u>115,317</u>             |
| <b>TOTAL ASSETS</b>                     | <u>\$ 2,437,767</u>        | <u>\$ 2,432,569</u>       | <u>\$ 3,167,900</u>        |
| <b>LIABILITIES AND NET ASSETS</b>       |                            |                           |                            |
| <b>CURRENT LIABILITIES</b>              |                            |                           |                            |
| Accounts payable                        | \$ 1,528                   | \$ 2,882                  | \$ 403                     |
| Accrued payroll and payroll taxes       | 1,236                      | 1,273                     | 1,721                      |
| Accrued compensated absences            | -                          | -                         | -                          |
| Accrued other liabilities               | 4,515                      | 4,946                     | 3,958                      |
| Refundable advances                     | -                          | -                         | -                          |
| Tenant security deposits                | 5,425                      | 5,150                     | 6,444                      |
| Due to other corporations               | 5,278                      | 9,057                     | 4,552                      |
| Current portion of long-term debt       | -                          | -                         | -                          |
| Total current liabilities               | <u>17,982</u>              | <u>23,308</u>             | <u>17,078</u>              |
| <b>LONG-TERM LIABILITIES</b>            |                            |                           |                            |
| Long-term debt, less current portion    | -                          | -                         | -                          |
| Capital advances                        | 2,341,700                  | 2,351,200                 | 3,231,300                  |
| Total long-term liabilities             | <u>2,341,700</u>           | <u>2,351,200</u>          | <u>3,231,300</u>           |
| <b>TOTAL LIABILITIES</b>                | <u>2,359,682</u>           | <u>2,374,508</u>          | <u>3,248,378</u>           |
| <b>NET ASSETS</b>                       |                            |                           |                            |
| Unrestricted                            | <u>78,085</u>              | <u>58,061</u>             | <u>(80,478)</u>            |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u>\$ 2,437,767</u>        | <u>\$ 2,432,569</u>       | <u>\$ 3,167,900</u>        |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

|   | Sub-Total            | Elimination           | Totals               |
|---|----------------------|-----------------------|----------------------|
| <b>ASSETS</b>                           |                      |                       |                      |
| <b>CURRENT ASSETS</b>                   |                      |                       |                      |
| Cash                                    | \$ 7,013,199         | \$ (63)               | \$ 7,013,136         |
| Investments                             | 6,243,028            | -                     | 6,243,028            |
| Contracts receivable                    | 3,370,441            | -                     | 3,370,441            |
| Accounts receivable                     | 440,559              | -                     | 440,559              |
| Prepaid expenses                        | 197,061              | -                     | 197,061              |
| Under applied overhead                  | 289,945              | -                     | 289,945              |
| Due from other corporations             | 5,585,724            | (5,613,839)           | (28,115)             |
| Total current assets                    | <u>23,139,957</u>    | <u>(5,613,902)</u>    | <u>17,526,055</u>    |
| <b>FIXED ASSETS</b>                     |                      |                       |                      |
| Land                                    | 7,235,523            | -                     | 7,235,523            |
| Buildings and improvements              | 76,052,946           | -                     | 76,052,946           |
| Vehicles and equipment                  | 2,319,977            | -                     | 2,319,977            |
| Total fixed assets                      | <u>85,608,446</u>    | <u>-</u>              | <u>85,608,446</u>    |
| Less - accumulated depreciation         | (25,025,332)         | -                     | (25,025,332)         |
| Net fixed assets                        | <u>60,583,114</u>    | <u>-</u>              | <u>60,583,114</u>    |
| <b>OTHER ASSETS</b>                     |                      |                       |                      |
| Restricted cash                         | 4,463,453            | -                     | 4,463,453            |
| Miscellaneous other assets              | 408,506              | -                     | 408,506              |
| Total other assets                      | <u>4,871,959</u>     | <u>-</u>              | <u>4,871,959</u>     |
| <b>TOTAL ASSETS</b>                     | <u>\$ 88,595,030</u> | <u>\$ (5,613,902)</u> | <u>\$ 82,981,128</u> |
| <b>LIABILITIES AND NET ASSETS</b>       |                      |                       |                      |
| <b>CURRENT LIABILITIES</b>              |                      |                       |                      |
| Accounts payable                        | \$ 586,356           | \$ (600)              | \$ 585,756           |
| Accrued payroll and payroll taxes       | 1,055,747            | -                     | 1,055,747            |
| Accrued compensated absences            | 647,031              | -                     | 647,031              |
| Accrued other liabilities               | 806,045              | -                     | 806,045              |
| Refundable advances                     | 1,397,406            | (27,578)              | 1,369,828            |
| Tenant security deposits                | 306,989              | -                     | 306,989              |
| Due to other corporations               | 5,585,724            | (5,585,724)           | -                    |
| Current portion of long-term debt       | 338,450              | -                     | 338,450              |
| Total current liabilities               | <u>10,723,748</u>    | <u>(5,613,902)</u>    | <u>5,109,846</u>     |
| <b>LONG-TERM LIABILITIES</b>            |                      |                       |                      |
| Long-term debt, less current portion    | 5,147,208            | -                     | 5,147,208            |
| Capital advances                        | 66,333,341           | -                     | 66,333,341           |
| Total long-term liabilities             | <u>71,480,549</u>    | <u>-</u>              | <u>71,480,549</u>    |
| <b>TOTAL LIABILITIES</b>                | <u>82,204,297</u>    | <u>(5,613,902)</u>    | <u>76,590,395</u>    |
| <b>NET ASSETS</b>                       |                      |                       |                      |
| Unrestricted                            | 6,390,733            | -                     | 6,390,733            |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u>\$ 88,595,030</u> | <u>\$ (5,613,902)</u> | <u>\$ 82,981,128</u> |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

|  | 10/15/30/40/50/<br>80/81/82/810/84<br>5 | 105   | 110                                 |
|--|---|---|-------------------------------------|
|  | SNHS<br>Management<br>Corporation       | Rural Housing<br>for the Elderly II<br>Landing II | Rural Housing<br>for the<br>Elderly |
|  | SNHS, Inc.                              |   |                                     |
| <b>REVENUES, GAINS AND OTHER SUPPORT</b>       |   |   |                                     |
| Grant/contract revenue                         | \$ 33,674,200                           | \$ 137,807  | \$ -                                |
| Program service fees                           | 73,370                                  | 1,370,351   | -                                   |
| Local funding                                  | 91,304                                  | 330,177   | -                                   |
| Rental income                                  | -                                       | 533,269   | 328,174                             |
| Gifts and contributions                        | 241,778                                 | 9,682   | -                                   |
| Interest Income                                | 132                                     | 377,553   | 94                                  |
| Unrealized gain on investments                 | -                                       | 24,840  | -                                   |
| In-kind  | 1,759,528                               | -   | -                                   |
| Miscellaneous                                  | 364,664                                 | 310,721   | 9,268                               |
| <b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b> | <b>36,204,976</b>                       | <b>3,094,400</b>                                  | <b>337,536</b>                      |
| <b>EXPENSES AND LOSSES</b>                     |   |   |                                     |
| Program services:                              |   |   |                                     |
| Child Development                              | 8,823,345                               | -   | -                                   |
| Community Services                             | 1,373,843                               | -   | -                                   |
| Economic and Workforce Dev.                    | 8,383,373                               | -   | -                                   |
| Energy   | 11,598,625                              | -   | -                                   |
| Hispanic-Latino Com. Services                  | 397,120                                 | -   | -                                   |
| Housing and Homeless                           | 99,728                                  | -   | -                                   |
| Nutrition and Health                           | 2,383,084                               | -   | -                                   |
| Special Projects                               | 1,210,523                               | -   | -                                   |
| Volunteer Services                             | 128,210                                 | -   | -                                   |
| SNHS Management Corporation                    |   | 1,466,123   | -                                   |
| Housing Corporations                           |   | -   | 412,101                             |
| Total program services                         | 34,397,851                              | 1,466,123   | 412,101                             |
| Support services:                              |   |   |                                     |
| Management and general                         | 1,533,038                               | -   | -                                   |
| <b>TOTAL EXPENSES AND LOSSES</b>               | <b>35,930,889</b>                       | <b>1,466,123</b>                                  | <b>412,101</b>                      |
| <b>CHANGE IN NET ASSETS</b>                    | <b>274,087</b>                          | <b>1,628,277</b>                                  | <b>(74,565)</b>                     |
| <b>NET ASSETS - BEGINNING OF YEAR</b>          | <b>2,680,609</b>                        | <b>13,347,387</b>                                 | <b>(802,988)</b>                    |
| <b>NET ASSETS - END OF YEAR</b>                | <b>\$ 2,954,696</b>                     | <b>\$ 14,975,664</b>                              | <b>\$ (877,553)</b>                 |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

|  | 120                        | 130                           | 140                                     | 145                          |
|--|----------------------------|-------------------------------|---|------------------------------|
|  | SNHS<br>Elderly<br>Housing | Sundial<br>Elderly<br>Housing | SNHS<br>Northwood<br>Elderly<br>Housing | SNHS Elderly<br>Housing, VII |
| <b>REVENUES, GAINS AND OTHER SUPPORT</b>       |                            |                               |   |                              |
| Grant/contract revenue                         | \$ -                       | \$ -                          | \$ -                                    | \$ -                         |
| Program service fees                           | -                          | -                             | -                                       | -                            |
| Local funding                                  | -                          | -                             | -                                       | -                            |
| Rental income                                  | 277,376                    | 515,911                       | 255,890                                 | 240,877                      |
| Gifts and contributions                        | -                          | -                             | -                                       | -                            |
| Interest Income                                | 410                        | 182                           | 126                                     | 149                          |
| Unrealized gain on investments                 | -                          | -                             | -                                       | -                            |
| In-kind  | -                          | -                             | -                                       | -                            |
| Miscellaneous                                  | 2,899                      | 15,536                        | 4,661                                   | 7,576                        |
| <b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b> | <b>280,685</b>             | <b>531,629</b>                | <b>260,677</b>                          | <b>248,602</b>               |
| <b>EXPENSES AND LOSSES</b>                     |                            |                               |   |                              |
| Program services:                              |                            |                               |   |                              |
| Child Development                              | -                          | -                             | -                                       | -                            |
| Community Services                             | -                          | -                             | -                                       | -                            |
| Economic and Workforce Dev.                    | -                          | -                             | -                                       | -                            |
| Energy   | -                          | -                             | -                                       | -                            |
| Hispanic-Latino Com. Services                  | -                          | -                             | -                                       | -                            |
| Housing and Homeless                           | -                          | -                             | -                                       | -                            |
| Nutrition and Health                           | -                          | -                             | -                                       | -                            |
| Special Projects                               | -                          | -                             | -                                       | -                            |
| Volunteer Services                             | -                          | -                             | -                                       | -                            |
| SNHS Management Corporation                    | -                          | -                             | -                                       | -                            |
| Housing Corporations                           | 268,935                    | 632,554                       | 327,024                                 | 385,770                      |
| Total program services                         | 268,935                    | 632,554                       | 327,024                                 | 385,770                      |
| Support services:                              |                            |                               |   |                              |
| Management and general                         | -                          | -                             | -                                       | -                            |
| <b>TOTAL EXPENSES AND LOSSES</b>               | <b>268,935</b>             | <b>632,554</b>                | <b>327,024</b>                          | <b>385,770</b>               |
| <b>CHANGE IN NET ASSETS</b>                    | <b>11,750</b>              | <b>(100,925)</b>              | <b>(66,347)</b>                         | <b>(137,168)</b>             |
| <b>NET ASSETS - BEGINNING OF YEAR</b>          | <b>(400,889)</b>           | <b>(1,156,673)</b>            | <b>(632,029)</b>                        | <b>(392,427)</b>             |
| <b>NET ASSETS - END OF YEAR</b>                | <b>\$ (389,139)</b>        | <b>\$ (1,257,598)</b>         | <b>\$ (698,376)</b>                     | <b>\$ (529,595)</b>          |



SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

|  | 146                          | 147   | 150                                   | 155                       |
|--|------------------------------|---|---------------------------------------|---------------------------|
|  | SNHS Elderly<br>Housing, VII | SNHS Elderly<br>Housing, VIIA -<br>Construction | SNHS<br>Farmington<br>Elderly Housing | SNHS Elderly<br>Housing V |
| <b>REVENUES, GAINS AND OTHER SUPPORT</b>       |                              |   |                                       |                           |
| Grant/contract revenue                         | \$ -                         | \$ -  | \$ -                                  | \$ -                      |
| Program service fees                           | -                            | -   | -                                     | -                         |
| Local funding                                  | -                            | -   | -                                     | -                         |
| Rental income                                  | 191,002                      | 162,059   | 295,320                               | 225,544                   |
| Gifts and contributions                        | -                            | -   | -                                     | -                         |
| Interest Income                                | 145                          | 106   | 25                                    | 113                       |
| Unrealized gain on investments                 | -                            | -   | -                                     | -                         |
| In-kind  | -                            | -   | -                                     | -                         |
| Miscellaneous                                  | 4,180                        | 2,037   | 8,667                                 | 5,033                     |
| <b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b> | <b>195,327</b>               | <b>164,202</b>                                  | <b>304,012</b>                        | <b>230,690</b>            |
| <b>EXPENSES AND LOSSES</b>                     |                              |   |                                       |                           |
| Program services:                              |                              |   |                                       |                           |
| Child Development                              | -                            | -   | -                                     | -                         |
| Community Services                             | -                            | -   | -                                     | -                         |
| Economic and Workforce Dev.                    | -                            | -   | -                                     | -                         |
| Energy   | -                            | -   | -                                     | -                         |
| Hispanic-Latino Com. Services                  | -                            | -   | -                                     | -                         |
| Housing and Homeless                           | -                            | -   | -                                     | -                         |
| Nutrition and Health                           | -                            | -   | -                                     | -                         |
| Special Projects                               | -                            | -   | -                                     | -                         |
| Volunteer Services                             | -                            | -   | -                                     | -                         |
| SNHS Management Corporation                    | -                            | -   | -                                     | -                         |
| Housing Corporations                           | 231,963                      | 205,072   | 438,947                               | 308,378                   |
| Total program services                         | 231,963                      | 205,072   | 438,947                               | 308,378                   |
| Support services:                              |                              |   |                                       |                           |
| Management and general                         | -                            | -   | -                                     | -                         |
| <b>TOTAL EXPENSES AND LOSSES</b>               | <b>231,963</b>               | <b>205,072</b>                                  | <b>438,947</b>                        | <b>308,378</b>            |
| <b>CHANGE IN NET ASSETS</b>                    | <b>(36,636)</b>              | <b>(40,870)</b>                                 | <b>(134,935)</b>                      | <b>(77,688)</b>           |
| <b>NET ASSETS - BEGINNING OF YEAR</b>          | <b>6,955</b>                 | <b>5,803</b>                                    | <b>(873,995)</b>                      | <b>(490,489)</b>          |
| <b>NET ASSETS - END OF YEAR</b>                | <b>\$ (29,681)</b>           | <b>\$ (35,067)</b>                              | <b>\$ (1,008,930)</b>                 | <b>\$ (568,177)</b>       |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

|  | 160                                     | 170                            | 175                                    | 180  |
|--|---|--------------------------------|--|--|
|  | SNHS Elderly<br>Housing II -<br>Roberge | SNHS<br>Elderly<br>Housing III | SNHS Elderly<br>Housing II -<br>Chasse | Rural Housing<br>for the Elderly II<br>- Landing I |
| <b>REVENUES, GAINS AND OTHER SUPPORT</b>       |   |                                |  |  |
| Grant/contract revenue                         | \$ -                                    | \$ -                           | \$ -                                   | \$ -   |
| Program service fees                           | -                                       | -                              | -                                      | -  |
| Local funding                                  | -                                       | -                              | -                                      | -  |
| Rental income                                  | 334,669                                 | 381,808                        | 318,000                                | 288,264  |
| Gifts and contributions                        | -                                       | -                              | -                                      | -  |
| Interest Income                                | 31                                      | 140                            | 202                                    | 53   |
| Unrealized gain on investments                 | -                                       | -                              | -                                      | -  |
| In-kind  | -                                       | -                              | -                                      | -  |
| Miscellaneous                                  | 7,820                                   | 9,227                          | 8,135                                  | 6,459  |
| <b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b> | <b>342,520</b>                          | <b>391,175</b>                 | <b>326,337</b>                         | <b>294,776</b>                                     |
| <b>EXPENSES AND LOSSES</b>                     |   |                                |  |  |
| Program services:                              |   |                                |  |  |
| Child Development                              | -                                       | -                              | -                                      | -  |
| Community Services                             | -                                       | -                              | -                                      | -  |
| Economic and Workforce Dev.                    | -                                       | -                              | -                                      | -  |
| Energy   | -                                       | -                              | -                                      | -  |
| Hispanic-Latino Com. Services                  | -                                       | -                              | -                                      | -  |
| Housing and Homeless                           | -                                       | -                              | -                                      | -  |
| Nutrition and Health                           | -                                       | -                              | -                                      | -  |
| Special Projects                               | -                                       | -                              | -                                      | -  |
| Volunteer Services                             | -                                       | -                              | -                                      | -  |
| SNHS Management Corporation                    | -                                       | -                              | -                                      | -  |
| Housing Corporations                           | 372,485                                 | 417,552                        | 372,908                                | 368,140  |
| Total program services                         | 372,485                                 | 417,552                        | 372,908                                | 368,140  |
| Support services:                              |   |                                |  |  |
| Management and general                         | -                                       | -                              | -                                      | -  |
| <b>TOTAL EXPENSES AND LOSSES</b>               | <b>372,485</b>                          | <b>417,552</b>                 | <b>372,908</b>                         | <b>368,140</b>                                     |
| <b>CHANGE IN NET ASSETS</b>                    | <b>(29,965)</b>                         | <b>(26,377)</b>                | <b>(46,571)</b>                        | <b>(73,364)</b>                                    |
| <b>NET ASSETS - BEGINNING OF YEAR</b>          | <b>(916,239)</b>                        | <b>(916,348)</b>               | <b>(612,732)</b>                       | <b>(583,470)</b>                                   |
| <b>NET ASSETS - END OF YEAR</b>                | <b>\$ (946,204)</b>                     | <b>\$ (942,725)</b>            | <b>\$ (659,303)</b>                    | <b>\$ (656,834)</b>                                |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

|  | 185                        | 190                             | 200                                  | 210                                      |
|--|----------------------------|---------------------------------|--------------------------------------|--|
|  | SNHS Elderly<br>Housing IV | SNHS Raymond<br>Elderly Housing | SNHS<br>Pittsburg Elderly<br>Housing | SNHS North<br>Berwick Elderly<br>Housing |
| <b>REVENUES, GAINS AND OTHER SUPPORT</b>       |                            |                                 |                                      |  |
| Grant/contract revenue                         | \$ -                       | \$ -                            | \$ -                                 | \$ -                                     |
| Program service fees                           | -                          | -                               | -                                    | -  |
| Local funding                                  | -                          | -                               | -                                    | -  |
| Rental income                                  | 309,575                    | 216,274                         | 190,207                              | 257,199                                  |
| Gifts and contributions                        | -                          | -                               | -                                    | -  |
| Interest Income                                | 222                        | 40                              | 28                                   | 80                                       |
| Unrealized gain on investments                 | -                          | -                               | -                                    | -  |
| In-kind  | -                          | -                               | -                                    | -  |
| Miscellaneous                                  | 9,206                      | 4,051                           | 2,045                                | 6,306                                    |
| <b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b> | <b>319,003</b>             | <b>220,365</b>                  | <b>192,280</b>                       | <b>263,585</b>                           |
| <b>EXPENSES AND LOSSES</b>                     |                            |                                 |                                      |  |
| Program services:                              |                            |                                 |                                      |  |
| Child Development                              | -                          | -                               | -                                    | -  |
| Community Services                             | -                          | -                               | -                                    | -  |
| Economic and Workforce Dev.                    | -                          | -                               | -                                    | -  |
| Energy   | -                          | -                               | -                                    | -  |
| Hispanic-Latino Com. Services                  | -                          | -                               | -                                    | -  |
| Housing and Homeless                           | -                          | -                               | -                                    | -  |
| Nutrition and Health                           | -                          | -                               | -                                    | -  |
| Special Projects                               | -                          | -                               | -                                    | -  |
| Volunteer Services                             | -                          | -                               | -                                    | -  |
| SNHS Management Corporation                    | -                          | -                               | -                                    | -  |
| Housing Corporations                           | 440,201                    | 246,256                         | 218,057                              | 264,443                                  |
| Total program services                         | 440,201                    | 246,256                         | 218,057                              | 264,443                                  |
| Support services:                              |                            |                                 |                                      |  |
| Management and general                         | -                          | -                               | -                                    | -  |
| <b>TOTAL EXPENSES AND LOSSES</b>               | <b>440,201</b>             | <b>246,256</b>                  | <b>218,057</b>                       | <b>264,443</b>                           |
| <b>CHANGE IN NET ASSETS</b>                    | <b>(121,198)</b>           | <b>(25,891)</b>                 | <b>(25,777)</b>                      | <b>(858)</b>                             |
| <b>NET ASSETS - BEGINNING OF YEAR</b>          | <b>(657,979)</b>           | <b>(491,898)</b>                | <b>(462,407)</b>                     | <b>(467,207)</b>                         |
| <b>NET ASSETS - END OF YEAR</b>                | <b>\$ (779,177)</b>        | <b>\$ (517,789)</b>             | <b>\$ (488,184)</b>                  | <b>\$ (468,065)</b>                      |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

|  | 220                           | 230                             | 235                        | 240                          |
|--|-------------------------------|---------------------------------|----------------------------|------------------------------|
|  | SNHS                          |                                 |                            |                              |
|  | Greenfield<br>Elderly Housing | SNHS Ashland<br>Elderly Housing | SNHS Elderly<br>Housing VI | SNHS Elderly<br>Housing VIII |
| <b>REVENUES, GAINS AND OTHER SUPPORT</b>       |                               |                                 |                            |                              |
| Grant/contract revenue                         | \$ -                          | \$ -                            | \$ -                       | \$ -                         |
| Program service fees                           | -                             | -                               | -                          | -                            |
| Local funding                                  | -                             | -                               | -                          | -                            |
| Rental income                                  | 225,846                       | 207,371                         | 153,867                    | 152,816                      |
| Gifts and contributions                        | -                             | -                               | -                          | -                            |
| Interest Income                                | 64                            | 86                              | 45                         | 97                           |
| Unrealized gain on investments                 | -                             | -                               | -                          | -                            |
| In-kind  | -                             | -                               | -                          | -                            |
| Miscellaneous                                  | 3,872                         | 5,260                           | 3,115                      | 3,438                        |
| <b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b> | <b>229,782</b>                | <b>212,717</b>                  | <b>157,027</b>             | <b>156,351</b>               |
| <b>EXPENSES AND LOSSES</b>                     |                               |                                 |                            |                              |
| Program services:                              |                               |                                 |                            |                              |
| Child Development                              | -                             | -                               | -                          | -                            |
| Community Services                             | -                             | -                               | -                          | -                            |
| Economic and Workforce Dev.                    | -                             | -                               | -                          | -                            |
| Energy   | -                             | -                               | -                          | -                            |
| Hispanic-Latino Com. Services                  | -                             | -                               | -                          | -                            |
| Housing and Homeless                           | -                             | -                               | -                          | -                            |
| Nutrition and Health                           | -                             | -                               | -                          | -                            |
| Special Projects                               | -                             | -                               | -                          | -                            |
| Volunteer Services                             | -                             | -                               | -                          | -                            |
| SNHS Management Corporation                    | -                             | -                               | -                          | -                            |
| Housing Corporations                           | 244,375                       | 291,360                         | 230,881                    | 190,629                      |
| Total program services                         | 244,375                       | 291,360                         | 230,881                    | 190,629                      |
| Support services:                              |                               |                                 |                            |                              |
| Management and general                         | -                             | -                               | -                          | -                            |
| <b>TOTAL EXPENSES AND LOSSES</b>               | <b>244,375</b>                | <b>291,360</b>                  | <b>230,881</b>             | <b>190,629</b>               |
| <b>CHANGE IN NET ASSETS</b>                    | <b>(14,593)</b>               | <b>(78,643)</b>                 | <b>(73,854)</b>            | <b>(34,278)</b>              |
| <b>NET ASSETS - BEGINNING OF YEAR</b>          | <b>(451,303)</b>              | <b>(193,168)</b>                | <b>(160,404)</b>           | <b>111,977</b>               |
| <b>NET ASSETS - END OF YEAR</b>                | <b>\$ (465,896)</b>           | <b>\$ (271,811)</b>             | <b>\$ (234,258)</b>        | <b>\$ 77,699</b>             |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

|  | 245                        | 250                       | 255                        |
|--|----------------------------|---------------------------|----------------------------|
|  | SNHS Elderly<br>Housing IX | SNHS Elderly<br>Housing X | SNHS Elderly<br>Housing XI |
| <b>REVENUES, GAINS AND OTHER SUPPORT</b>       |                            |                           |                            |
| Grant/contract revenue                         | \$ -                       | \$ -                      | \$ -                       |
| Program service fees                           | -                          | -                         | -                          |
| Local funding                                  | -                          | -                         | -                          |
| Rental income                                  | 153,846                    | 153,090                   | 185,178                    |
| Gifts and contributions                        | -                          | -                         | -                          |
| Interest Income                                | 86                         | 72                        | 112                        |
| Unrealized gain on investments                 | -                          | -                         | -                          |
| In-kind  | -                          | -                         | -                          |
| Miscellaneous                                  | 2,336                      | 1,872                     | 3,663                      |
| <b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b> | <b>156,268</b>             | <b>155,034</b>            | <b>188,953</b>             |
| <b>EXPENSES AND LOSSES</b>                     |                            |                           |                            |
| Program services:                              |                            |                           |                            |
| Child Development                              | -                          | -                         | -                          |
| Community Services                             | -                          | -                         | -                          |
| Economic and Workforce Dev.                    | -                          | -                         | -                          |
| Energy   | -                          | -                         | -                          |
| Hispanic-Latino Com. Services                  | -                          | -                         | -                          |
| Housing and Homeless                           | -                          | -                         | -                          |
| Nutrition and Health                           | -                          | -                         | -                          |
| Special Projects                               | -                          | -                         | -                          |
| Volunteer Services                             | -                          | -                         | -                          |
| SNHS Management Corporation                    | -                          | -                         | -                          |
| Housing Corporations                           | 207,164                    | 211,835                   | 233,618                    |
| Total program services                         | 207,164                    | 211,835                   | 233,618                    |
| Support services:                              |                            |                           |                            |
| Management and general                         | -                          | -                         | -                          |
| <b>TOTAL EXPENSES AND LOSSES</b>               | <b>207,164</b>             | <b>211,835</b>            | <b>233,618</b>             |
| <b>CHANGE IN NET ASSETS</b>                    | <b>(50,896)</b>            | <b>(56,801)</b>           | <b>(44,665)</b>            |
| <b>NET ASSETS - BEGINNING OF YEAR</b>          | <b>128,981</b>             | <b>114,862</b>            | <b>(35,813)</b>            |
| <b>NET ASSETS - END OF YEAR</b>                | <b>\$ 78,085</b>           | <b>\$ 58,061</b>          | <b>\$ (80,478)</b>         |

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

|  | Sub-Total           | Elimination        | Totals              |
|--|---------------------|--------------------|---------------------|
| <b>REVENUES, GAINS AND OTHER SUPPORT</b>       |                     |                    |                     |
| Grant/contract revenue                         | \$ 33,812,007       | \$ (84,411)        | \$ 33,727,596       |
| Program service fees                           | 1,443,721           | (527,092)          | 916,629             |
| Local funding                                  | 421,481             | -                  | 421,481             |
| Rental income                                  | 7,523,426           | -                  | 7,523,426           |
| Gifts and contributions                        | 251,460             | -                  | 251,460             |
| Interest Income                                | 380,802             | -                  | 380,802             |
| Unrealized gain on investments                 | 24,840              | -                  | 24,840              |
| In-kind  | 1,759,528           | (1,759,528)        | -                   |
| Miscellaneous                                  | 840,840             | 14,741             | 855,581             |
| <b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b> | <b>46,458,105</b>   | <b>(2,356,290)</b> | <b>44,101,815</b>   |
| <b>EXPENSES AND LOSSES</b>                     |                     |                    |                     |
| Program services:                              |                     |                    |                     |
| Child Development                              | 8,823,345           | (1,759,528)        | 7,063,817           |
| Community Services                             | 1,373,843           | -                  | 1,373,843           |
| Economic and Workforce Dev.                    | 8,383,373           | -                  | 8,383,373           |
| Energy   | 11,598,625          | -                  | 11,598,625          |
| Hispanic-Latino Com. Services                  | 397,120             | -                  | 397,120             |
| Housing and Homeless                           | 99,728              | -                  | 99,728              |
| Nutrition and Health                           | 2,383,084           | -                  | 2,383,084           |
| Special Projects                               | 1,210,523           | (69,670)           | 1,140,853           |
| Volunteer Services                             | 128,210             | -                  | 128,210             |
| SNHS Management Corporation                    | 1,466,123           | -                  | 1,466,123           |
| Housing Corporations                           | 8,489,611           | (527,092)          | 7,962,519           |
| Total program services                         | 44,353,585          | (2,356,290)        | 41,997,295          |
| Support services:                              |                     |                    |                     |
| Management and general                         | 1,533,038           | -                  | 1,533,038           |
| <b>TOTAL EXPENSES AND LOSSES</b>               | <b>45,886,623</b>   | <b>(2,356,290)</b> | <b>43,530,333</b>   |
| <b>CHANGE IN NET ASSETS</b>                    | <b>571,482</b>      | <b>-</b>           | <b>571,482</b>      |
| <b>NET ASSETS - BEGINNING OF YEAR</b>          | <b>5,819,251</b>    | <b>-</b>           | <b>5,819,251</b>    |
| <b>NET ASSETS - END OF YEAR</b>                | <b>\$ 6,390,733</b> | <b>\$ -</b>        | <b>\$ 6,390,733</b> |

**OUELLETTE & ASSOCIATES, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.  
Mark R. Carrier, C.P.A.  
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

***INDEPENDENT ACCOUNTANT'S COMPILATION REPORT***

To the Board of Directors of  
Southern New Hampshire Services, Inc.  
Manchester, New Hampshire

We have compiled the accompanying schedules of revenues and expenses – by contract of Southern New Hampshire Services, Inc. as of July 31, 2015. We have not audited or reviewed the accompanying schedules of revenues and expenses – by contract and, accordingly, do not express an opinion or provide any assurance about whether the schedules of revenues and expenses – by contract are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the schedules of revenues and expenses – by contract in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the schedules of revenues and expenses – by contract.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of schedules of revenues and expenses – by contract without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the schedules of revenues and expenses – by contract.

***Ouellette & Associates, P.A.***  
Certified Public Accountants

April 13, 2016  
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2015

---

State of NH Governor's Office of Energy & Community Services

Headstart Program

For the Period

August 1, 2014 to July 31, 2015

Fund # 305

**REVENUES**

|  |              |
|--|--------------|
| Program funding                          | \$ 4,373,965 |
| Other revenue                            | 18,034       |
| In-kind                                  | 1,425,690    |
| Allocated corporate unrestricted revenue | 3,944        |
| Total revenue                            | 5,821,633    |

**EXPENSES**

|                                |           |
|--------------------------------|-----------|
| Payroll                        | 2,366,244 |
| Payroll taxes                  | 250,379   |
| Fringe benefits                | 571,361   |
| Workers comp. insurance        | 16,485    |
| Retirement benefits            | 131,719   |
| Consultant and contractual     | 17,440    |
| Travel and transportation      | 55,752    |
| Conference and meetings        | 1,231     |
| Occupancy                      | 296,715   |
| Advertising                    | 1,017     |
| Supplies                       | 195,328   |
| Equip. rentals and maintenance | 13,931    |
| Insurance                      | 11,128    |
| Telephone                      | 34,983    |
| Postage                        | 1,782     |
| Printing and publications      | 4,653     |
| Subscriptions                  | 38        |
| Depreciation                   | 8,293     |
| Assistance to clients          | 12,124    |
| Other direct expense           | 57,939    |
| Miscellaneous                  | 12,648    |
| In-kind                        | 1,425,690 |
| Administrative costs           | 334,753   |
| Total expenses                 | 5,821,633 |

|                                 |      |
|---------------------------------|------|
| Excess of expenses over revenue | \$ - |
|---------------------------------|------|

See independent accountant's compilation report.



SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2015

---

State of NH Governor's Office of Energy & Community Services  
LIHEAP Program  
For the Period  
October 1, 2014 to July 31, 2015  
Fund # 630-15

**REVENUES**

|  |                  |
|--|------------------|
| Program funding                          | \$ 8,927,809     |
| Other revenue                            | 40               |
| Allocated corporate unrestricted revenue | 4,570            |
| Total revenue                            | <u>8,932,419</u> |

**EXPENSES**

|                                |                  |
|--------------------------------|------------------|
| Payroll                        | 394,327          |
| Payroll taxes                  | 42,881           |
| Fringe benefits                | 93,513           |
| Workers comp. insurance        | 1,162            |
| Retirement benefits            | 23,030           |
| Consultant and contractual     | 25,461           |
| Travel and transportation      | 3,606            |
| Conference and meetings        | 2,914            |
| Occupancy                      | 44,628           |
| Advertising                    | 300              |
| Supplies                       | 18,920           |
| Equip. rentals and maintenance | 3,928            |
| Insurance                      | 809              |
| Telephone                      | 13,862           |
| Postage                        | 20,378           |
| Subscriptions                  | 29               |
| Depreciation                   | 5,115            |
| Assistance to clients          | 8,183,291        |
| Other direct expense           | 282              |
| Miscellaneous                  | 362              |
| Administrative costs           | 53,621           |
| Total expenses                 | <u>8,932,419</u> |

|                                 |                    |
|---------------------------------|--------------------|
| Excess of expenses over revenue | <u><u>\$ -</u></u> |
|---------------------------------|--------------------|

See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2015

---

State of NH Governor's Office of Energy & Community Services  
LIHEAP Program  
For the Period  
August 1, 2014 to September 30, 2014  
Fund # 630-14

**REVENUES**

|  |                |
|--|----------------|
| Program funding                          | \$ 187,006     |
| Allocated corporate unrestricted revenue | 539            |
| Total revenue                            | <u>187,545</u> |

**EXPENSES**

|                            |                |
|----------------------------|----------------|
| Payroll                    | 108,011        |
| Payroll taxes              | 9,818          |
| Fringe benefits            | 22,837         |
| Workers comp. insurance    | 284            |
| Retirement benefits        | 5,746          |
| Consultant and contractual | 1,566          |
| Travel and transportation  | 2,797          |
| Occupancy                  | 5,746          |
| Advertising                | 35             |
| Supplies                   | 9,186          |
| Insurance                  | 555            |
| Telephone                  | 2,687          |
| Postage                    | 1,467          |
| Other direct expense       | 2,393          |
| Miscellaneous              | 171            |
| Administrative costs       | 14,246         |
| Total expenses             | <u>187,545</u> |

|                                 |                    |
|---------------------------------|--------------------|
| Excess of expenses over revenue | <u><u>\$ -</u></u> |
|---------------------------------|--------------------|

See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
 FOR THE YEAR ENDED JULY 31, 2015

---

State of NH Governor's Office of Energy & Community Services

Early Headstart Program

For the Period

August 1, 2014 to July 31, 2015

Fund # 300

**REVENUES**

|  |              |
|--|--------------|
| Program funding                          | \$ 1,300,550 |
| Other revenue                            | 5,352        |
| In-kind                                  | 321,844      |
| Allocated corporate unrestricted revenue | 3,036        |
| Total revenue                            | 1,630,782    |

**EXPENSES**

|                                |           |
|--------------------------------|-----------|
| Payroll                        | 667,890   |
| Payroll taxes                  | 66,970    |
| Fringe benefits                | 134,126   |
| Workers comp. insurance        | 4,668     |
| Retirement benefits            | 40,686    |
| Consultant and contractual     | 2,660     |
| Travel and transportation      | 8,466     |
| Occupancy                      | 130,652   |
| Advertising                    | 367       |
| Supplies                       | 48,343    |
| Equip. rentals and maintenance | 630       |
| Insurance                      | 2,574     |
| Telephone                      | 20,847    |
| Postage                        | 99        |
| Printing and publications      | 1,376     |
| Interest                       | 13,734    |
| Depreciation                   | 25,036    |
| Other direct expense           | 35,139    |
| Miscellaneous                  | 6,437     |
| In-kind                        | 321,844   |
| Administrative costs           | 98,238    |
| Total expenses                 | 1,630,782 |

|                                 |      |
|---------------------------------|------|
| Excess of expenses over revenue | \$ - |
|---------------------------------|------|

See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2015

---

Electric Energy Assistance

For the Period

August 1, 2014 to July 31, 2015

Fund # 665

**REVENUES**

|               |                |
|---------------|----------------|
| Other revenue | \$ 776,676     |
| Total revenue | <u>776,676</u> |

**EXPENSES**

|                                |                |
|--------------------------------|----------------|
| Payroll                        | 439,882        |
| Payroll taxes                  | 45,993         |
| Fringe benefits                | 74,539         |
| Workers comp. insurance        | 1,200          |
| Retirement benefits            | 25,462         |
| Consultant and contractual     | 22,418         |
| Travel and transportation      | 3,336          |
| Occupancy                      | 50,342         |
| Supplies                       | 21,490         |
| Equip. rentals and maintenance | 3,928          |
| Insurance                      | 675            |
| Telephone                      | 15,926         |
| Postage                        | 12,942         |
| Subscriptions                  | 29             |
| Other direct expense           | 282            |
| Miscellaneous                  | 312            |
| Administrative costs           | 57,920         |
| Total expenses                 | <u>776,676</u> |

|                                 |                    |
|---------------------------------|--------------------|
| Excess of expenses over revenue | <u><u>\$ -</u></u> |
|---------------------------------|--------------------|

See independent accountant's compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

PO Box 5040, Manchester, NH 03108 - (603)668-8010

*The Community Action Agency for Hillsborough and Rockingham Counties*

**BOARD OF DIRECTORS ~ as of November 4, 2016**

| Public Sector   | Private Sector  | Low-Income Sector   | HS Policy Council                    |
|---|---|---|--------------------------------------|
| <u>Representing Manchester</u><br>Lou D'Allesandro<br>German J. Ortiz | <u>Representing Manchester</u>  | <u>Representing Manchester</u><br>James Brown<br>9/15-9/18<br><br>Orville Kerr, Secretary<br>Term 9/15-9/18 | Danielle Conroy<br>Term Expires 2018 |
| <u>Representing Nashua</u><br>Kevin Moriarty                          | <u>Representing Nashua</u><br>Dolores Bellavance, Vice-Chairman<br>Term: 9/15-9/18<br><br>Wayne R. Johnson<br>Term: 9/15-9/18 | <u>Representing Nashua</u><br>Bonnie Henault<br>Term: 9/14-9/17<br><br>Shirley Pelletier<br>Term: 9/14-9/17 |                                      |
| <u>Representing Towns</u><br>Thomas Mullins                           | <u>Representing Towns</u><br>Richard Delay, Sr., Chairman<br>Term: 9/15-9/18  | <u>Representing Towns</u><br>Deirdre O'Malley<br>Term: 9/16-9/19  |                                      |
| <u>Representing Rockingham County</u><br>Jill Jamro, Treasurer        | <u>Representing Rockingham County</u><br>Carrie Marshall Gross<br>Term: 12/14-9/17  | <u>Representing Rockingham County</u>   |                                      |

# DONNALEE LOZEAU

## **Community/Civic Involvement- Current**

- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Reaching Higher for Education NH
- NH Center for Public Policies Studies
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- No Labels
- Fix the debt

## **Community/Civic Involvement- Past**

- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Immediate Past President, current Big Sister
- Manchester Community Resource Center, Board of Directors
- Greater Nashua Dental Connection Board of Directors, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council Board of Directors
- Great American Downtown Servicelink Board of Directors
- 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

## **EXPERIENCE**

**Southern New Hampshire Services, Inc. Manchester, NH  
(January 2016-Present)**

### **Executive Director/CEO**

- Agency development and oversight

**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 our 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)
- 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

# DEBORAH A GOSSELIN

## EXPERIENCE

**Southern New Hampshire Services, Inc.,  
(1979 – Present)  
Manchester, NH**

### **Chief Operating Officer (1997 – Present)**

- Coordinate the operations of more than two dozen current programs and implement new programs, all providing services for economically disadvantaged population
- The diverse component programs which require an integrating factor for effective management, targeting of resources and fiscal responsibility to the agency, to each other and to the general community
- Work with developmental staff to start-up, integrate with other component program through initial orientation of new Program Directors
- Facilitate meetings
- Develop partnerships with community agencies who can lend support
- Serve as resource person for development and implementation of management skills, techniques and trainings.

### **Head Start/Child Development Director (1994 – 1997)**

- Administered federally funded Head Start Program
- Duties included Grant writing, program planning implementation, evaluation responsible for development and coordination of the major components of the Head Start program; education, health, mental health, social services, parent involvement, nutrition, disabilities and transportation.

### **Family Services Director (1982 – 1994)**

- Administered several federally funded energy programs
- Duties included program planning, implementation, evaluation
- Designed programs with private sector which included: Neighbor Helping Neighbor, Residential Low Income Conservation and Residential Space Heating Programs
- Developed strong relationships with community organizations and funding sources
- Served as the state chairperson of New Hampshire's Fuel Assistance Directors Association
- Acted as liaison between Community Action Agencies and the Governor's Office of Energy and Planning
- Also provided supervision and training to program coordinator, oversaw the budget, approved final selection of staff for Accompanied Transportation and Parent Aide Programs.

### **Field Coordinator (1980 – 1983)**

- Assisted the Director of the Fuel Assistance Program
- Trained, supervised and evaluated staff
- Implemented program outreach activities
- Wrote public service announcements and press releases.

### **Community Liaison (1979 – 1983)**

- Established social service network through Hillsborough County
- Informed the general public about agency services and program criteria
- Started Citizen's Advisory Council.

### **Head Start Lead Teacher/Family Coordinator (1977 – 1979)**

**Nashua and Manchester, NH**

- Responsible for classroom management of pre-school children and daily planning geared towards individual needs
- Conducted parenting skills workshops and home visits
- Developed a Parent Advisory Council and coordinator of the Curriculum Committee.



## **EDUCATION & TRAINING**

- Bachelor of Science, Early Childhood Education – Cum Laude  
University of New Hampshire, Durham, NH
- Southern New Hampshire University Graduate School of Business  
Non-Profit Management for Community Development Organizations
- Head Start Program In-Service Training  
Rivier College, Nashua, NH  
Perspectives of Parenting and Multi-culturism
- NH Office of Alcohol and Drug Prevention  
Life Balance and Stress Solutions  
National Business Women's Leadership Association  
National Seminars Group, Rockhurst College
- UNH Continuing Education, Nashua, NH  
Whole Language in the Early Years (K-3)
- Notre Dame College, Manchester, NH  
Diagnostic and Remedial Reading
- NH Office of Alcohol and Drug Prevention  
Parenting Conference

## **COMMUNITY INVOLVEMENT / RECOGNITIONS**

- CCAP, Certified Community Action Professional
- Governor's Task Force to Study Temporary Assistance to Needy (TANF) HB1461  
Served as Sub-committee – Transportation, Chairperson
- NH Works Operator Consortium Committee, Member
- New Hampshire Employment Program, Oversight Team Member
- Seniors Count Coordinating Committee, Member
- Greater Manchester Association of Social Agencies (GMASA), Executive Committee Member
- James B. Sullivan Services Leadership Award

## **COMMUNITY INVOLVEMENT PAST**

- Seniors Count Home Maintenance Committee
- Manchester Community Resource Center, Board of Directors
- Kiwanis International

## MICHAEL O'SHEA

### EXPERIENCE

- 1976 - Present      **Southern New Hampshire Services, Inc.**  
**Community Action Agency for Hillsborough County, N H**  
**Fiscal Officer / Deputy Director**  
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976      **Accountant**  
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.  
  
Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974      **Social Worker**  
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973      **Jordan Marsh, Portland, Maine**  
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

### EDUCATION

- 1972 - 1974      New Hampshire College, Manchester, NH  
B.S. Accounting. Major courses in Accounting and Math.
- 1970 - 1972      Andover Institute of Business, Portland, Maine  
A. S. Accounting. Major courses in Accounting and Math.

## Valerie Carignan

**Objective** To work as an effective community liaison in a social service agency that serves. Low-income individuals.

### Experience

**2014-Present** **Southern New Hampshire Services, Inc.,** Manchester, NH

#### **WIC Director**

##### **Hillsborough and Rockingham Counties**

- Responsible for WIC/CSFP/BFPC/SFMNP planning, implementation, review and reporting of program activities
- Compliance with Federal, State and Agency rules and regulations
- Staff Supervision
- Resource development
- Financial management
- Community networking
- Commitment to health nutrition and improvement to family life essential

#### **WIC / CSFP Coordinator (2008-2014)**

##### **Hillsborough County 11/2008-Present and Rockingham County 7/2011-Present.**

- Overall staffing and evaluations for all WIC/CSFP day to day clinic tech and warehouse activities and procedures
- Monitors program compliance for all WIC/CSFP federal, state and local agency policy and procedures
- Develop and provide training for all computer procedures
- Provide training in CSST program with- in CSFP
- **Plan** and conduct monthly staff meetings
- Develop and maintain training manuals and conduct training of staff
- Manage multiple fiscal responsibilities including requisitions and receiving reports
- Reconcile monthly inventory for CSFP warehouse foods
- Acts as liaison with other social service agencies as needed for PR and outreach efforts as needed
- D<:livery of Client benefits, including WIC/CSFP Certification Voucher Issuance

**WIC Participant Coordinator (2002-2008)**

- Vendor Relations
- Supervising Staff
- Delivery of Client benefits, including WIC/CSFP Certification Voucher Issuance
- Ordering of Voucher Stock
- Abuse Letters
- Auditing of Client Records
- Participation Report

**Community Health and Nutrition Services**

**Resource Associate (2000 - 2002)**

- Assist and fill in for a wide range of department planning, implementation and review duties when coordinators are unavailable
- Develops weekly, monthly state reports as requested by Program Coordinators
- Responsible for training; tracking and supervision of Department volunteers

**WIC/CSFP Clinic Technician (1994 -2000)**

- Perform and complete required intake at WIC and CSFP Clinics
- Issue foods and vouchers for WIC and CSFP recipients
- Perform office duties as requested including filing; data entry and phone calls

**Advance Circuit Systems (1986-1991) Manchester, NH**

- Dry filming
- Imaging
- Developing
- Touch up of circuit boards
- Etching
- Soldering

**Education**

**New Hampshire Technical College (1991-1994) Manchester, NH**

- Associates Degree in Human Services
- Basic Computer Course

**CONTRACTOR NAME:**  
**Southern New Hampshire Services**  
**As of February 21, 2017**

Key Personnel

| Name             | Job Title                | Salary    | % Paid from this Contract | Amount Paid from this Contract |
|------------------|--------------------------|-----------|---------------------------|--------------------------------|
| Donnalee Lozeau  | Executive Director       | \$154,518 | 0%                        | -0-                            |
| Deborah Gosselin | Chief Operating Officer  | \$113,404 | 0%                        | -0-                            |
| Michael O'Shea   | Dep. Dir./Fiscal Officer | \$140,595 | 0%                        | -0-                            |
| Valerie Carignan | WIC Director             | \$ 54,964 | 100%                      | \$ 54,964                      |
|                  |                          |           |                           |                                |



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting 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



4V 14

August 18, 2015

10/9/15 #14

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 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 by increasing the price limitation by \$66,451 from \$13,205,552 to \$13,272,003 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, effective date of Governor and Executive Council approval with no change to the completion date of June 30, 2017. Governor and Executive Council approved the original request on May 13, 2013 (item #47, 48, 49), amended on June 18, 2014 (item #89), and amended on April 8, 2015 (item #25). 100% Federal Funds.

| Vendor   | Location        | Current Modified Budget | Total Increase  | Revised Modified Budget |
|--|-----------------|-------------------------|-----------------|-------------------------|
| Community Action Program of Belknap and Merrimack Counties, Inc. | Concord, NH     | \$3,928,128             | \$18,685        | \$3,946,813             |
| Goodwin Community Health   | Somersworth, NH | \$1,901,824             | \$4,827         | \$1,906,651             |
| Southern New Hampshire Services, Inc.                            | Manchester, NH  | \$6,010,130             | \$22,409        | \$6,032,539             |
| Southwestern Community Services, Inc.                            | Keene, NH       | \$1,365,470             | \$20,530        | \$1,386,000             |
| <b>Total:</b>  |                 | <b>\$13,205,552</b>     | <b>\$66,451</b> | <b>\$13,272,003</b>     |

Funds to support this request are available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017, pending legislative approval of the next biennial budget, 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.

**EXPLANATION**

The purpose of these amendments is to increase the price limitation, which will enable the agencies identified above to develop the necessary infrastructure needed for the continuation of statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

**EXPLANATION**

The purpose of this amendment is to increase the price limitation to provide statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

The Women, Infants and Children Program and the Commodity Supplemental Food Program have shown to be cost effective in improving the health and nutritional status of low income women, infants, children and seniors. National studies have shown that individuals who participate in the supplemental food programs have lower Medicaid costs for themselves and their children. Participation has also been linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and more regular medical care.

Federal regulations require that the Women, Infants and Children Program be provided statewide in order to reduce the barriers to receiving services.

Should the Governor and Executive Council not approve this request, women, infants, children and seniors 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.

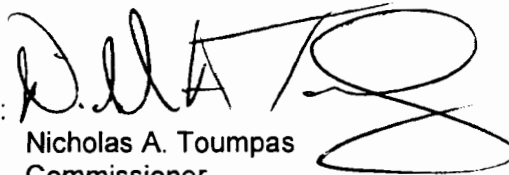
In the event that the Federal Funds become no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Marcella Jordan Bobinsky  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC  
HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, WIC SUPPLEMENTAL NUTRITION PRG  
100% Federal Funds**

Community Action Program of Belknap and Merrimack Counties, Inc

Vendor #

177203 B003

PO # 1060585

| Fiscal Year | Class / Account | Class Title            | Job Number        | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,580.00               | -                            | 50,580.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002          | 35,407.00               | -                            | 35,407.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003          | 380,450.00              | -                            | 380,450.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004          | 229,474.00              | -                            | 229,474.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007          | 199,694.00              | -                            | 199,694.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022          | 40,087.00               | -                            | 40,087.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041          | 56,761.00               | -                            | 56,761.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>992,453.00</b>       | <b>-</b>                     | <b>992,453.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,580.00               | -                            | 50,580.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002          | 35,407.00               | -                            | 35,407.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003          | 382,296.00              | -                            | 382,296.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004          | 229,474.00              | -                            | 229,474.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007          | 189,817.00              | -                            | 189,817.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022          | 36,730.00               | -                            | 36,730.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041          | 56,561.00               | -                            | 56,561.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>980,865.00</b>       | <b>-</b>                     | <b>980,865.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001          | 43,530.00               | -                            | 43,530.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002          | 35,787.00               | -                            | 35,787.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003          | 393,936.00              | -                            | 393,936.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004          | 224,349.00              | -                            | 224,349.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007          | 187,773.00              | -                            | 187,773.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022          | 36,730.00               | -                            | 36,730.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041          | 56,800.00               | 2,000.00                     | 58,800.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>978,905.00</b>       | <b>2,000.00</b>              | <b>980,905.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001          | 43,530.00               | -                            | 43,530.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002          | 35,787.00               | -                            | 35,787.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003          | 393,936.00              | -                            | 393,936.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004          | 224,349.00              | -                            | 224,349.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007          | 184,773.00              | -                            | 184,773.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022          | 36,730.00               | -                            | 36,730.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041          | 56,800.00               | 2,000.00                     | 58,800.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>975,905.00</b>       | <b>2,000.00</b>              | <b>977,905.00</b>       |
|             |                 |                        | <b>WIC Total:</b> | <b>3,928,128.00</b>     | <b>4,000.00</b>              | <b>3,932,128.00</b>     |



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

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

| Fiscal Year | Class / Account | Class Title            | Job Number        | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001          | 57,235.00               | -                            | 57,235.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002          | 15,115.00               | -                            | 15,115.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003          | 252,288.00              | -                            | 252,288.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004          | 76,549.00               | -                            | 76,549.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022          | 24,119.00               | -                            | 24,119.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041          | 30,718.00               | -                            | 30,718.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>461,983.00</b>       | <b>-</b>                     | <b>461,983.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001          | 57,235.00               | -                            | 57,235.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002          | 15,115.00               | -                            | 15,115.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003          | 252,732.00              | -                            | 252,732.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004          | 76,549.00               | -                            | 76,549.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041          | 32,418.00               | -                            | 32,418.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>463,553.00</b>       | <b>-</b>                     | <b>463,553.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,731.00               | -                            | 50,731.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002          | 14,543.00               | -                            | 14,543.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003          | 282,023.00              | -                            | 282,023.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004          | 75,463.00               | -                            | 75,463.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041          | 35,880.00               | 2,000.00                     | 37,880.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>488,144.00</b>       | <b>2,000.00</b>              | <b>490,144.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,731.00               | -                            | 50,731.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002          | 14,543.00               | -                            | 14,543.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003          | 282,023.00              | -                            | 282,023.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004          | 75,463.00               | -                            | 75,463.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041          | 35,880.00               | 2,000.00                     | 37,880.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>488,144.00</b>       | <b>2,000.00</b>              | <b>490,144.00</b>       |
|             |                 |                        | <b>WIC Total:</b> | <b>1,901,824.00</b>     | <b>4,000.00</b>              | <b>1,905,824.00</b>     |

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

Southern New Hampshire Services, Inc

Vendor #

177198 B006

PO #

1031531

| Fiscal Year | Class / Account | Class Title            | Job Number        | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001          | 200,172.00              | -                            | 200,172.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002          | 68,694.00               | -                            | 68,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003          | 641,900.00              | -                            | 641,900.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004          | 255,848.00              | -                            | 255,848.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007          | 203,282.00              | -                            | 203,282.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022          | 61,694.00               | -                            | 61,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041          | 100,968.00              | -                            | 100,968.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,532,558.00</b>     | <b>-</b>                     | <b>1,532,558.00</b>     |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001          | 200,172.00              | -                            | 200,172.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002          | 68,694.00               | -                            | 68,694.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003          | 645,111.00              | -                            | 645,111.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004          | 255,848.00              | -                            | 255,848.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007          | 175,336.00              | -                            | 175,336.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               | -                            | 58,929.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041          | 104,168.00              | -                            | 104,168.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,508,258.00</b>     | <b>-</b>                     | <b>1,508,258.00</b>     |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001          | 209,727.00              | -                            | 209,727.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002          | 67,733.00               | -                            | 67,733.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003          | 630,698.00              | -                            | 630,698.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004          | 257,642.00              | -                            | 257,642.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007          | 165,589.00              | -                            | 165,589.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               | -                            | 58,929.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041          | 101,534.00              | 2,000.00                     | 103,534.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,491,852.00</b>     | <b>2,000.00</b>              | <b>1,493,852.00</b>     |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001          | 209,727.00              | -                            | 209,727.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002          | 67,733.00               | -                            | 67,733.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003          | 630,698.00              | -                            | 630,698.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004          | 257,642.00              | -                            | 257,642.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007          | 151,199.00              | -                            | 151,199.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               | -                            | 58,929.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041          | 101,534.00              | 2,000.00                     | 103,534.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,477,462.00</b>     | <b>2,000.00</b>              | <b>1,479,462.00</b>     |
|             |                 |                        | <b>WIC Total:</b> | <b>6,010,130.00</b>     | <b>4,000.00</b>              | <b>6,014,130.00</b>     |

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

Southwestern Community Services, Vendor #

Vendor #

177511 R001

PO #

1031532

| Fiscal Year | Class / Account | Class Title            | Job Number                         | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|------------------------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001                           | 41,212.00               | -                            | 41,212.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002                           | 9,827.00                | -                            | 9,827.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003                           | 169,615.00              | -                            | 169,615.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004                           | 64,772.00               | -                            | 64,772.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,912.00               | -                            | 15,912.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041                           | 22,763.00               | -                            | 22,763.00               |
|             |                 |                        | <b>Sub-Total</b>                   | <b>329,062.00</b>       | <b>-</b>                     | <b>329,062.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001                           | 41,212.00               | -                            | 41,212.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002                           | 9,827.00                | -                            | 9,827.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003                           | 171,317.00              | -                            | 171,317.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004                           | 64,772.00               | -                            | 64,772.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SEY 2015    | 102-500734      | Contracts for Prog Svc | 90006041                           | 36,563.00               | -                            | 36,563.00               |
|             |                 |                        | <b>Sub-Total</b>                   | <b>343,990.00</b>       | <b>-</b>                     | <b>343,990.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001                           | 42,283.00               | -                            | 42,283.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002                           | 8,034.00                | -                            | 8,034.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003                           | 188,057.00              | -                            | 188,057.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004                           | 59,184.00               | -                            | 59,184.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041                           | 30,352.00               | 2,000.00                     | 32,352.00               |
|             |                 |                        | <b>Sub-Total</b>                   | <b>348,209.00</b>       | <b>2,000.00</b>              | <b>350,209.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001                           | 42,283.00               | -                            | 42,283.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002                           | 8,034.00                | -                            | 8,034.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003                           | 188,057.00              | -                            | 188,057.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004                           | 59,184.00               | -                            | 59,184.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041                           | 26,352.00               | 2,000.00                     | 28,352.00               |
|             |                 |                        | <b>Sub-Total</b>                   | <b>344,209.00</b>       | <b>2,000.00</b>              | <b>346,209.00</b>       |
|             |                 |                        | <b>WIC Total:</b>                  | <b>1,365,470.00</b>     | <b>4,000.00</b>              | <b>1,369,470.00</b>     |
|             |                 |                        | <b>Total WIC for All Agencies:</b> | <b>13,205,552.00</b>    | <b>16,000.00</b>             | <b>13,221,552.00</b>    |

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

**05-95-90-902010-6048 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC INFRASTRUCTURE  
100% Federal Funds**

| Community Action Program of Belknap and Merrimack Counties, Inc |                 |                        |                  | Vendor #                | 177203 B003                  | PO # 1060585            |
|---|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| Fiscal Year   | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 10,828.00                    | 10,828.00               |
|   |                 |                        | <b>Sub-Total</b> | -                       | <b>10,828.00</b>             | <b>10,828.00</b>        |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 3,857.00                     | 3,857.00                |
|   |                 |                        | <b>Sub-Total</b> | -                       | <b>3,857.00</b>              | <b>3,857.00</b>         |
| <b>Infrastructure Total:</b>                                    |                 |                        |                  | -                       | <b>14,685.00</b>             | <b>14,685.00</b>        |

| Goodwin Community Health     |                 |                        |                  | Vendor #                | 154703 B001                  | PO # 1017160            |
|------------------------------|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| Fiscal Year                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 827.00                       | 827.00                  |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>827.00</b>                | <b>827.00</b>           |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | -                            | -                       |
|                              |                 |                        | <b>Sub-Total</b> | -                       | -                            | -                       |
| <b>Infrastructure Total:</b> |                 |                        |                  | -                       | <b>827.00</b>                | <b>827.00</b>           |

| Southern New Hampshire Services, Inc |                 |                        |                  | Vendor #                | 177198 B006                  | PO # 1031531            |
|--------------------------------------|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| Fiscal Year                          | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
| SFY 2016                             | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 14,552.00                    | 14,552.00               |
|                                      |                 |                        | <b>Sub-Total</b> | -                       | <b>14,552.00</b>             | <b>14,552.00</b>        |
| SFY 2017                             | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 3,857.00                     | 3,857.00                |
|                                      |                 |                        | <b>Sub-Total</b> | -                       | <b>3,857.00</b>              | <b>3,857.00</b>         |
| <b>Infrastructure Total:</b>         |                 |                        |                  | -                       | <b>18,409.00</b>             | <b>18,409.00</b>        |

| Southwestern Community Services, Vendor #    |                 |                        |                  | Vendor #                | 0                            | PO # 0                  |
|--|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| Fiscal Year                                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
| SFY 2016                                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | -                            | -                       |
|  |                 |                        | <b>Sub-Total</b> | -                       | -                            | -                       |
| SFY 2017                                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 16,530.00                    | 16,530.00               |
|  |                 |                        | <b>Sub-Total</b> | -                       | <b>16,530.00</b>             | <b>16,530.00</b>        |
| <b>Infrastructure Total:</b>                 |                 |                        |                  | -                       | <b>16,530.00</b>             | <b>16,530.00</b>        |
| <b>Total Infrastructure for ALL Agencies</b> |                 |                        |                  | -                       | <b>50,451.00</b>             | <b>50,451.00</b>        |

**FISCAL DETAILS SUMMARY CHANGES FOR ALL FUNDING SOURCES**

| Fiscal Year | Class / Account | Class Title            | Appropriation Code   | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|----------------------|-------------------------|------------------------------|-------------------------|
| 2014        | 102-500734      | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,316,056.00            | 0                            | 3,316,056.00            |
| 2015        | 102-500734      | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,296,666.00            | 0                            | 3,296,666.00            |

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

|                       |            |                        |                      |                      |                  |                      |
|-----------------------|------------|------------------------|----------------------|----------------------|------------------|----------------------|
| 2016                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,307,110.00         | 8,000            | 3,315,110.00         |
| 2017                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,285,720.00         | 8,000            | 3,293,720.00         |
| 2016                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | -                    | 26,207           | 26,207.00            |
| 2017                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | -                    | 24,244           | 24,244.00            |
| <b>Contract Total</b> |            |                        |                      | <b>13,205,552.00</b> | <b>66,451.00</b> | <b>13,272,003.00</b> |



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 3rd Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #3") dated this, July 27, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 40 Pine Street, Manchester, NH 03108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #47), amended June 18, 2014 (item #89) and amended April 8, 2015 (item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$6,032,539
2. Standard Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Paragraph 1, to read:  
This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Health and Human Services, U.S. Department of Agriculture, Food and Nutrition Service, Supplemental Nutrition Program for Women, Infants, and Children and #10.565 U.S. Department of Health and Human Services, U.S. Department of Agriculture, Community Supplemental Food Program 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.
3. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:  
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015 (Exhibit B-1, Amendment #2) and SFY 2016 and SFY 2017 budgets (Exhibits B-1, Amendment #3)
4. Delete Exhibit B-1, Amendment #2, SFY 2016 and SFY 2017 and replace with Exhibit B-1, Amendment #3, SFY 2016 and SFY 2017



**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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,

8/25/15  
Date

State of New Hampshire  
Department of Health and Human Services  
[Signature]  
NAME Brook S. Drape  
TITLE WICM Chief

8-11-15  
Date

[Signature]  
NAME Executive Dir  
TITLE Executive Dir

Acknowledgement:  
State of NH, County of Hillsborough on 8/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

**DEBRA D. STOHRER, Notary Public  
My Commission Expires December 8, 2018**

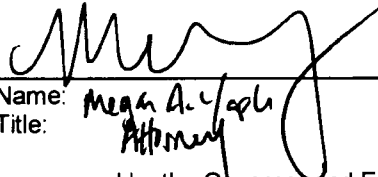
**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**



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

OFFICE OF THE ATTORNEY GENERAL

Date 9/13/15

  
Name: Megan A. C. Apple  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit B-1, Amendment #3 SFY 2016**

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

Bidder Name: Southern New Hampshire Services, Inc.

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

Budget Period: SFY 2016

| Line Item                               | Direct Incremental     | Indirect Fixed       | Total                  | Allocation Method for Indirect/Fixed Cost |
|---|------------------------|----------------------|------------------------|---|
| 1. Total Salary/Wages                   | \$ 822,119.00          | \$ -                 | \$ 822,119.00          |   |
| 2. Employee Benefits                    | \$ 312,733.00          | \$ -                 | \$ 312,733.00          |   |
| 3. Consultants                          | \$ 1,000.00            | \$ -                 | \$ 1,000.00            |   |
| 4. Equipment:                           | \$ -                   | \$ -                 | \$ -                   |   |
| Rental                                  | \$ -                   | \$ -                 | \$ -                   |   |
| Repair and Maintenance                  | \$ -                   | \$ -                 | \$ -                   |   |
| Purchase/Depreciation                   | \$ -                   | \$ -                 | \$ -                   |   |
| 5. Supplies:                            | \$ -                   | \$ -                 | \$ -                   |   |
| Educational                             | \$ 530.00              | \$ -                 | \$ 530.00              |   |
| Lab                                     | \$ -                   | \$ -                 | \$ -                   |   |
| Pharmacy                                | \$ -                   | \$ -                 | \$ -                   |   |
| Medical                                 | \$ 8,500.00            | \$ -                 | \$ 8,500.00            |   |
| Office                                  | \$ 72,000.00           | \$ -                 | \$ 72,000.00           |   |
| 6. Travel                               | \$ 64,200.00           | \$ -                 | \$ 64,200.00           |   |
| 6a. NWA Travel                          | \$ 2,000.00            | \$ -                 | \$ 2,000.00            |   |
| 7. Occupancy                            | \$ 84,184.57           | \$ -                 | \$ 84,184.57           |   |
| 8. Current Expenses                     | \$ -                   | \$ -                 | \$ -                   |   |
| Telephone                               | \$ -                   | \$ -                 | \$ -                   |   |
| Postage                                 | \$ -                   | \$ -                 | \$ -                   |   |
| Subscriptions                           | \$ -                   | \$ -                 | \$ -                   |   |
| Audit and Legal                         | \$ -                   | \$ -                 | \$ -                   |   |
| Insurance                               | \$ -                   | \$ -                 | \$ -                   |   |
| Board Expenses                          | \$ -                   | \$ -                 | \$ -                   |   |
| 9. Software                             | \$ -                   | \$ -                 | \$ -                   |   |
| 10. Marketing/Communications            | \$ 5,000.00            | \$ -                 | \$ 5,000.00            |   |
| 11. Staff Education and Training        | \$ 1,751.89            | \$ -                 | \$ 1,751.89            |   |
| 12. Subcontracts/Agreements             | \$ -                   | \$ -                 | \$ -                   |   |
| 13. Other (specific details mandatory): | \$ -                   | \$ -                 | \$ -                   |   |
| Mobile Internet Services                | \$ 5,500.00            | \$ -                 | \$ 5,500.00            |   |
| Infrastructure Funds                    | \$ 14,552.00           | \$ -                 | \$ 14,552.00           |   |
| Indirect Costs                          | \$ -                   | \$ 114,333.54        | \$ 114,333.54          |   |
| <b>TOTAL</b>                            | <b>\$ 1,394,070.46</b> | <b>\$ 114,333.54</b> | <b>\$ 1,508,404.00</b> |   |

Indirect As A Percent of Direct

8.2%

Contractor Initials: CSA

Date: 6-11-15

**Exhibit B-1, Amendment #3 SFY 2017**

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

Bidder Name: Southern New Hampshire Services, Inc.

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

Budget Period: SFY 2017

| Line Item                               | Direct Incremental     | Indirect Fixed       | Total                  | Allocation Method for Indirect/Fixed Cost |
|---|------------------------|----------------------|------------------------|---|
| 1. Total Salary/Wages                   | \$ 822,119.00          | \$ -                 | \$ 822,119.00          |   |
| 2. Employee Benefits                    | \$ 320,733.00          | \$ -                 | \$ 320,733.00          |   |
| 3. Consultants                          | \$ 1,000.00            | \$ -                 | \$ 1,000.00            |   |
| 4. Equipment:                           | \$ -                   | \$ -                 | \$ -                   |   |
| Rental                                  | \$ -                   | \$ -                 | \$ -                   |   |
| Repair and Maintenance                  | \$ -                   | \$ -                 | \$ -                   |   |
| Purchase/Depreciation                   | \$ -                   | \$ -                 | \$ -                   |   |
| 5. Supplies:                            | \$ -                   | \$ -                 | \$ -                   |   |
| Educational                             | \$ 530.00              | \$ -                 | \$ 530.00              |   |
| Lab                                     | \$ -                   | \$ -                 | \$ -                   |   |
| Pharmacy                                | \$ -                   | \$ -                 | \$ -                   |   |
| Medical                                 | \$ 8,500.00            | \$ -                 | \$ 8,500.00            |   |
| Office                                  | \$ 72,000.00           | \$ -                 | \$ 72,000.00           |   |
| 6. Travel                               | \$ 63,200.00           | \$ -                 | \$ 63,200.00           |   |
| 6a. NWA Travel                          | \$ 2,000.00            | \$ -                 | \$ 2,000.00            |   |
| 7. Occupancy                            | \$ 68,897.57           | \$ -                 | \$ 68,897.57           |   |
| 8. Current Expenses                     | \$ -                   | \$ -                 | \$ -                   |   |
| Telephone                               | \$ -                   | \$ -                 | \$ -                   |   |
| Postage                                 | \$ -                   | \$ -                 | \$ -                   |   |
| Subscriptions                           | \$ -                   | \$ -                 | \$ -                   |   |
| Audit and Legal                         | \$ -                   | \$ -                 | \$ -                   |   |
| Insurance                               | \$ -                   | \$ -                 | \$ -                   |   |
| Board Expenses                          | \$ -                   | \$ -                 | \$ -                   |   |
| 9. Software                             | \$ -                   | \$ -                 | \$ -                   |   |
| 10. Marketing/Communications            | \$ -                   | \$ -                 | \$ -                   |   |
| 11. Staff Education and Training        | \$ 1,751.89            | \$ -                 | \$ 1,751.89            |   |
| 12. Subcontracts/Agreements             | \$ -                   | \$ -                 | \$ -                   |   |
| 13. Other (specific details mandatory): | \$ -                   | \$ -                 | \$ -                   |   |
| Mobile Internet Services                | \$ 5,500.00            | \$ -                 | \$ 5,500.00            |   |
| Infrastructure Funds                    | \$ 3,857.00            | \$ -                 | \$ 3,857.00            |   |
| Indirect Costs                          | \$ -                   | \$ 113,230.54        | \$ 113,230.54          |   |
| <b>TOTAL</b>                            | <b>\$ 1,370,088.46</b> | <b>\$ 113,230.54</b> | <b>\$ 1,483,319.00</b> |   |

Indirect As A Percent of Direct

8.3%

Contractor Initials: G.P.V.

Date: 8-11-13

3  
150

TV 25

MAR17'15 AM10:18 DAS



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

February 17, 2015

4/8/15 #25

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

**REQUESTED ACTION**

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

Summary of contracted amounts by vendor:

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 17, 2015  
Page 2 of 3

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

**See attachment for financial details**

### **EXPLANATION**

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

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 17, 2015  
Page 3 of 3

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

Area to be served is statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:


Nicholas A. Toumpas  
Commissioner

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

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

**100% Federal Funds**

| Community Action Program of Belknap and Merrimack Counties, Inc |                 |                        |            | Vendor #                | 177203 B003                  | PO # 1060585            |
|---|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| Fiscal Year   | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006003   | 380,450.00              | -                            | 380,450.00              |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006007   | 199,694.00              | -                            | 199,694.00              |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006022   | 40,087.00               | -                            | 40,087.00               |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006041   | 56,761.00               | -                            | 56,761.00               |
|   |                 |                        | Sub-Total  | 992,453.00              | -                            | 992,453.00              |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006003   | 382,296.00              | -                            | 382,296.00              |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006007   | 199,694.00              | (9,877.00)                   | 189,817.00              |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006022   | 40,087.00               | (3,357.00)                   | 36,730.00               |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006041   | 54,561.00               | 2,000.00                     | 56,561.00               |
|   |                 |                        | Sub-Total  | 992,099.00              | (11,234.00)                  | 980,865.00              |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006001   | -                       | 43,530.00                    | 43,530.00               |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006002   | -                       | 35,787.00                    | 35,787.00               |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006003   | -                       | 393,936.00                   | 393,936.00              |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006004   | -                       | 224,349.00                   | 224,349.00              |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006007   | -                       | 187,773.00                   | 187,773.00              |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006022   | -                       | 36,730.00                    | 36,730.00               |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006041   | -                       | 56,800.00                    | 56,800.00               |
|   |                 |                        | Sub-Total  | -                       | 978,905.00                   | 978,905.00              |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006001   | -                       | 43,530.00                    | 43,530.00               |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006002   | -                       | 35,787.00                    | 35,787.00               |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006003   | -                       | 393,936.00                   | 393,936.00              |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006004   | -                       | 224,349.00                   | 224,349.00              |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006007   | -                       | 184,773.00                   | 184,773.00              |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006022   | -                       | 36,730.00                    | 36,730.00               |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006041   | -                       | 56,800.00                    | 56,800.00               |
|   |                 |                        | Sub-Total  | -                       | 975,905.00                   | 975,905.00              |
|   |                 |                        | Sub-Total  | 1,984,552.00            | 1,943,576.00                 | 3,928,128.00            |

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

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

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

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

Southern New Hampshire Services, Inc

Vendor # 177198 B006

PO #

1031531

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



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

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

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

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

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

| BUDGET REQUEST       | Year 01      | Year 02    | Year 03      |
|----------------------|--------------|------------|--------------|
| TOTAL BUDGET REQUEST | 1,977,206.00 | 931,404.00 | 3,061,126.00 |
| BUDGET AWARDED       |              |            | 656,504.00   |
| TOTAL BUDGET AWARDED | 1,977,206.00 | 931,404.00 | 3,061,126.00 |

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



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

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

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

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

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

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

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

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

June 30, 2017

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

\$6,010,130

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

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

5. Amend Budget to add:

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

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

7. Add Exhibit C-1 Revisions to General Provisions



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

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

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

State of New Hampshire  
Department of Health and Human Services

2/23/15  
Date

[Signature]  
Brook Dupee  
Bureau Chief

Southern New Hampshire Services, Inc.

2-17-15  
Date

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

Acknowledgement:

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

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

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

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



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

OFFICE OF THE ATTORNEY GENERAL

3/14/15  
Date

[Signature]  
Name: Megan A. Young  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Exhibit A – Amendment 2

### SCOPE OF SERVICES

#### 1. Project Description

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

#### 2. Required Activities

2.1. The Contractor shall:

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



## Exhibit A – Amendment 2

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

### 2.2. CSFP Warehouse Responsibilities

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

*[Handwritten Signature]*



## Exhibit A – Amendment 2

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





## Exhibit A – Amendment 2

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

### 2.4. BFPC Responsibilities

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

*[Handwritten Signature]*

2-17-13



## Exhibit A – Amendment 2

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

### 3. Compliance and Reporting Requirements

#### 3.1. Compliance Requirements

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

#### 3.2. Reporting Requirements

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

### 4. Performance Measures

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



---

**Method and Conditions Precedent to Payment**

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

\$2,940,603      Total

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

Payment for said services shall be made as follows:

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

The invoice must be submitted to:

Department of Health and Human Services  
Division of Public Health Services  
Email address: [DPHScontractbilling@dhhs.state.nh.us](mailto:DPHScontractbilling@dhhs.state.nh.us)

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



Exhibit B Amendment #1

---

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

The remainder of this page intentionally left blank.

*[Handwritten Signature]*  
*[Handwritten Date: 2-17-12]*

## Exhibit B-1 Amendment #2 Budget Form

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

**Bidder/Contractor Name:** Southern New Hampshire Services, Inc

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

**Budget Period:** SFY 2015

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

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

Contractor Initials: MSB

Date: 2-17-15

## Exhibit B-1 Amendment #2 Budget Form

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

**Bidder/Contractor Name:** Southern New Hampshire Services, Inc

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

**Budget Period:** SFY 2016

| Line Item                               | Direct                 | Indirect             | Total                  |
|---|------------------------|----------------------|------------------------|
| 1. Total Salary/Wages                   | \$ 822,119.00          | \$ -                 | \$ 822,119.00          |
| 2. Employee Benefits                    | \$ 312,733.00          | \$ -                 | \$ 312,733.00          |
| 3. Consultants                          | \$ 1,000.00            | \$ -                 | \$ 1,000.00            |
| 4. Equipment:                           | \$ -                   | \$ -                 | \$ -                   |
| Rental                                  | \$ -                   | \$ -                 | \$ -                   |
| Repair and Maintenance                  | \$ -                   | \$ -                 | \$ -                   |
| Purchase/Depreciation                   | \$ -                   | \$ -                 | \$ -                   |
| 5. Supplies:                            | \$ -                   | \$ -                 | \$ -                   |
| Educational                             | \$ 530.00              | \$ -                 | \$ 530.00              |
| Lab                                     | \$ -                   | \$ -                 | \$ -                   |
| Pharmacy                                | \$ -                   | \$ -                 | \$ -                   |
| Medical                                 | \$ 8,500.00            | \$ -                 | \$ 8,500.00            |
| Office                                  | \$ 72,000.00           | \$ -                 | \$ 72,000.00           |
| 6. Travel                               | \$ 64,200.00           | \$ -                 | \$ 64,200.00           |
| 7. Occupancy                            | \$ 84,184.57           | \$ -                 | \$ 84,184.57           |
| 8. Current Expenses                     | \$ -                   | \$ -                 | \$ -                   |
| Telephone                               | \$ -                   | \$ -                 | \$ -                   |
| Postage                                 | \$ -                   | \$ -                 | \$ -                   |
| Subscriptions                           | \$ -                   | \$ -                 | \$ -                   |
| Audit and Legal                         | \$ -                   | \$ -                 | \$ -                   |
| Insurance                               | \$ -                   | \$ -                 | \$ -                   |
| Board Expenses                          | \$ -                   | \$ -                 | \$ -                   |
| 9. Software                             | \$ -                   | \$ -                 | \$ -                   |
| 10. Marketing/Communications            | \$ 5,000.00            | \$ -                 | \$ 5,000.00            |
| 11. Staff Education and Training        | \$ 1,751.89            | \$ -                 | \$ 1,751.89            |
| 12. Subcontracts/Agreements             | \$ -                   | \$ -                 | \$ -                   |
| 13. Other (specific details mandatory): | \$ -                   | \$ -                 | \$ -                   |
| Mobile Internet Services                | \$ 5,500.00            | \$ -                 | \$ 5,500.00            |
| Indirect                                | \$ -                   | \$ 114,333.54        | \$ 114,333.54          |
|   | \$ -                   | \$ -                 | \$ -                   |
|   | \$ -                   | \$ -                 | \$ -                   |
|   | \$ -                   | \$ -                 | \$ -                   |
| <b>TOTAL</b>                            | <b>\$ 1,377,518.46</b> | <b>\$ 114,333.54</b> | <b>\$ 1,491,852.00</b> |

Indirect As A Percent of Direct

8.3%

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

Contractor Initials: 

## Exhibit B-1 Amendment #2 Budget Form

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

**Bidder/Contractor Name:** Southern New Hampshire Services, Inc

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

**Budget Period: SFY 2017**

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

Indirect As A Percent of Direct

8.3%

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

Contractor Initials: *SNH*



---

**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;

*[Handwritten Signature]*  
2-17-15





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

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

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

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



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

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

*[Handwritten Signature]*  
Date 8-7-13



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

*[Handwritten Signature]*  
2-17-15



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. **Extension:**

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

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

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

2-17-15



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials 

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



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

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

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

Contractor Name: Southern New Hampshire Services, Inc.

2-17-15  
Date

  
Name: Michael O'Shea  
Title: Fiscal Officer

Exhibit G- Amendment #1

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

Contractor Initials 



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



May 28, 2014

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

*100% federal*

**REQUESTED ACTION**

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

Summary of contracted amounts by vendor:

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

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

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

**See attachment for financial details**



### EXPLANATION

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

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

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

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

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

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

Area to be served is statewide.

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

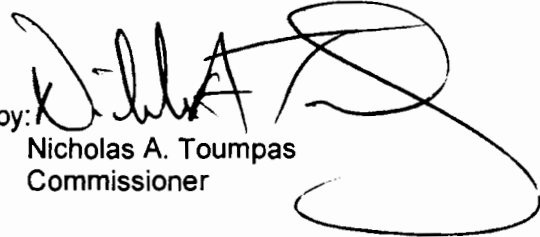
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

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

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

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

**FINANCIAL DETAIL ATTACHMENT SHEET**

**WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

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

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

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

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

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

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

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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Southern New Hampshire Services, Inc.**

This 1<sup>st</sup> Amendment to the Southern New Hampshire Services, Inc., contract (hereinafter referred to as "Amendment One") dated this 17<sup>th</sup> day of April, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at PO Box 5040, 40 Pine Street, Manchester, NH, 03108.

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

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

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

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

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

To amend as follows:

- Form P-37, to change:  
Block 1.8 to read: \$3,069,527.
- Exhibit A, Scope of Services to add:  
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:  
The contract price shall increase by \$1,845 for SFY 2014.  
The contract price shall increase by \$6,556 for SFY 2015.

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

\$8,401 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN), 14144NH703W1003.



Delete Paragraph 6

Replace with:

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

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

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



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

State of New Hampshire  
Department of Health and Human Services

5/29/14  
Date

[Signature]  
Brook Dupee  
Bureau Chief

Southern New Hampshire Services, Inc.

5-18-14  
Date

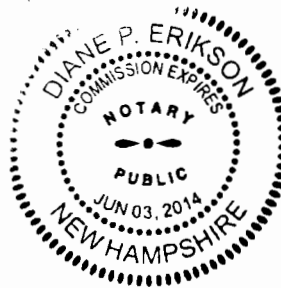
[Signature]  
Name: Gale F. Hennessy  
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Hillsborough on May 12, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Diane P. Erikson, Executive Assistant  
Name and Title of Notary or Justice of the Peace



Contractor Initials: [Signature]  
Date: 5-12-14





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

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: AG

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Exhibit A – Amendment 1

### SCOPE OF SERVICES

#### 1. Project Description

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

#### 2. Required Activities

SNHS will provide services to 8,389 women, infants and children monthly utilizing the StarLINC MIS system, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

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

#### 3. Performance Measures

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

##### Access to Nutrition Services:

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

##### Obesity Prevention:

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

6/6

5-15-14

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

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

Bidder/Contractor Name: Southern New Hampshire Services, Inc.

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

Budget Period: SFY 2014

| Line Item                               | Direct Incremental | Indirect Fixed | Total              | Allocation Method for Indirect/Fixed Cost |
|---|--------------------|----------------|--------------------|---|
| 1. Total Salary/Wages                   | \$ -               | \$ -           | \$ -               |   |
| 2. Employee Benefits                    | \$ -               | \$ -           | \$ -               |   |
| 3. Consultants                          | \$ -               | \$ -           | \$ -               |   |
| 4. Equipment:                           | \$ 1,050.00        | \$ -           | \$ 1,050.00        |   |
| Rental                                  | \$ -               | \$ -           | \$ -               |   |
| Repair and Maintenance                  | \$ -               | \$ -           | \$ -               |   |
| Purchase/Depreciation                   | \$ -               | \$ -           | \$ -               |   |
| 5. Supplies:                            | \$ -               | \$ -           | \$ -               |   |
| Educational                             | \$ -               | \$ -           | \$ -               |   |
| Lab                                     | \$ -               | \$ -           | \$ -               |   |
| Pharmacy                                | \$ -               | \$ -           | \$ -               |   |
| Medical                                 | \$ -               | \$ -           | \$ -               |   |
| Office                                  | \$ -               | \$ -           | \$ -               |   |
| 6. Travel                               | \$ -               | \$ -           | \$ -               |   |
| 7. Occupancy                            | \$ -               | \$ -           | \$ -               |   |
| 8. Current Expenses                     | \$ -               | \$ -           | \$ -               |   |
| Telephone                               | \$ -               | \$ -           | \$ -               |   |
| Postage                                 | \$ -               | \$ -           | \$ -               |   |
| Subscriptions                           | \$ -               | \$ -           | \$ -               |   |
| Audit and Legal                         | \$ -               | \$ -           | \$ -               |   |
| Insurance                               | \$ -               | \$ -           | \$ -               |   |
| Board Expenses                          | \$ -               | \$ -           | \$ -               |   |
| 9. Software                             | \$ 795.00          | \$ -           | \$ 795.00          |   |
| 10. Marketing/Communications            | \$ -               | \$ -           | \$ -               |   |
| 11. Staff Education and Training        | \$ -               | \$ -           | \$ -               |   |
| 12. Subcontracts/Agreements             | \$ -               | \$ -           | \$ -               |   |
| 13. Other (specific details mandatory): | \$ -               | \$ -           | \$ -               |   |
|   | \$ -               | \$ -           | \$ -               |   |
|   | \$ -               | \$ -           | \$ -               |   |
|   | \$ -               | \$ -           | \$ -               |   |
|   | \$ -               | \$ -           | \$ -               |   |
|   | \$ -               | \$ -           | \$ -               |   |
|   | \$ -               | \$ -           | \$ -               |   |
| <b>TOTAL</b>                            | <b>\$ 1,845.00</b> | <b>\$ -</b>    | <b>\$ 1,845.00</b> |   |

Indirect As A Percent of Direct

0.0%

Contractor Initials: OSM

Date: 5/12/14

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

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

**Bidder/Contractor Name:** Southern New Hampshire Services, Inc.

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

**Budget Period:** SFY 2015

| Line Item                               | Direct<br>Incremental | Indirect<br>Fixed | Total              | Allocation Method for<br>Indirect/Fixed Cost |
|---|-----------------------|-------------------|--------------------|--|
| 1. Total Salary/Wages                   | \$ -                  | \$ -              | \$ -               |  |
| 2. Employee Benefits                    | \$ -                  | \$ -              | \$ -               |  |
| 3. Consultants                          | \$ -                  | \$ -              | \$ -               |  |
| 4. Equipment:                           | \$ 4,900.00           | \$ -              | \$ 4,900.00        |  |
| Rental                                  | \$ -                  | \$ -              | \$ -               |  |
| Repair and Maintenance                  | \$ -                  | \$ -              | \$ -               |  |
| Purchase/Depreciation                   | \$ -                  | \$ -              | \$ -               |  |
| 5. Supplies:                            | \$ -                  | \$ -              | \$ -               |  |
| Educational                             | \$ -                  | \$ -              | \$ -               |  |
| Lab                                     | \$ -                  | \$ -              | \$ -               |  |
| Pharmacy                                | \$ -                  | \$ -              | \$ -               |  |
| Medical                                 | \$ -                  | \$ -              | \$ -               |  |
| Office                                  | \$ -                  | \$ -              | \$ -               |  |
| 6. Travel                               | \$ 1,500.00           | \$ -              | \$ 1,500.00        |  |
| 7. Occupancy                            | \$ -                  | \$ -              | \$ -               |  |
| 8. Current Expenses                     | \$ -                  | \$ -              | \$ -               |  |
| Telephone                               | \$ -                  | \$ -              | \$ -               |  |
| Postage                                 | \$ -                  | \$ -              | \$ -               |  |
| Subscriptions                           | \$ -                  | \$ -              | \$ -               |  |
| Audit and Legal                         | \$ -                  | \$ -              | \$ -               |  |
| Insurance                               | \$ -                  | \$ -              | \$ -               |  |
| Board Expenses                          | \$ -                  | \$ -              | \$ -               |  |
| 9. Software                             | \$ 156.00             | \$ -              | \$ 156.00          |  |
| 10. Marketing/Communications            | \$ -                  | \$ -              | \$ -               |  |
| 11. Staff Education and Training        | \$ -                  | \$ -              | \$ -               |  |
| 12. Subcontracts/Agreements             | \$ -                  | \$ -              | \$ -               |  |
| 13. Other (specific details mandatory): | \$ -                  | \$ -              | \$ -               |  |
|   | \$ -                  | \$ -              | \$ -               |  |
|   | \$ -                  | \$ -              | \$ -               |  |
|   | \$ -                  | \$ -              | \$ -               |  |
|   | \$ -                  | \$ -              | \$ -               |  |
|   | \$ -                  | \$ -              | \$ -               |  |
|   | \$ -                  | \$ -              | \$ -               |  |
|   | \$ -                  | \$ -              | \$ -               |  |
| <b>TOTAL</b>                            | <b>\$ 6,556.00</b>    | <b>\$ -</b>       | <b>\$ 6,556.00</b> |  |

Indirect As A Percent of Direct

0.0%

Contractor Initials: S-12-17

Date: 6/21

✓

Handwritten initials/signature in the top left corner.

47



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

April 1, 2013

5/15/13  
#47

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Southern New Hampshire Services, Inc. (Vendor #177198 B006), 40 Pine Street, PO Box 5040, Manchester, New Hampshire 03108, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services, in an amount not to exceed \$3,061,126.00, to provide public health nutrition services to low income women, children, and seniors, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015. Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust within the price limitation and amend the related terms of the contract without further approval from Governor and Council.

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

| Fiscal Year | Class/Object | Class Title            | Job Number | Total Amount   |
|-------------|--------------|------------------------|------------|----------------|
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006001   | 200,172.00     |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006002   | 68,694.00      |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006003   | 640,055.00     |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006004   | 255,848.00     |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006007   | 203,282.00     |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006022   | 61,694.00      |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006041   | 100,968.00     |
|             |              |                        | Sub-Total  | \$1,530,713.00 |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006001   | 200,172.00     |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006002   | 68,694.00      |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006003   | 640,055.00     |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006004   | 255,848.00     |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006007   | 203,282.00     |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006022   | 61,694.00      |

| Fiscal Year | Class/Object | Class Title            | Job Number | Total Amount   |
|-------------|--------------|------------------------|------------|----------------|
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006041   | 100,668.00     |
|             |              |                        | Sub-Total  | \$1,530,413.00 |
|             |              |                        | Total      | \$3,061,126.00 |

### EXPLANATION

Funds in this agreement will be used by Southern New Hampshire Services, Inc. to provide direct nutrition services monthly to 11,310 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Hillsborough and Rockingham Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 11,310 clients in Hillsborough and Rockingham Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

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

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

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

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$2,295,714 for Hillsborough County only. A second agency was contracted to provide services in Rockingham County in SFY 2012 and SFY 2013 in the amount of \$865,402. This represents a decrease of \$99,990 in SFY 2014 and SFY 2015 for the combined service area. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

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

- 62% of prenatal clients will enroll in the WIC Program by the 14<sup>th</sup> week of pregnancy.
- 16% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 75% of WIC infants will be breastfed.
- 26% of WIC participants will exclusively breastfeed until 3 months and 12% of WIC participants will exclusively breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Hillsborough and Rockingham Counties.

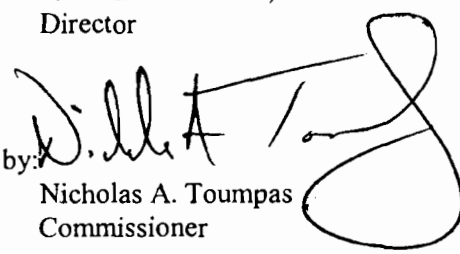
Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

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

Respectfully submitted,

  
José Thier Montero, MD  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner

JTM/lr

Program Name  
 Contract Purpose  
 RFP Score Summary

WIC-CSFP-BFFC  
 Public health nutrition services

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

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

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



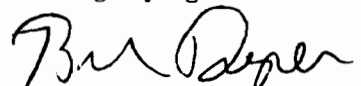
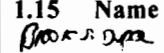
Subject: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

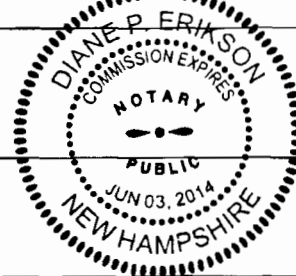
**AGREEMENT**


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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |  |  |  |
|---|--|--|--|
| <b>1.1 State Agency Name</b><br>NH Department of Health and Human Services<br>Division of Public Health Services  |  | <b>1.2 State Agency Address</b><br>29 Hazen Drive<br>Concord, NH 03301-6504  |  |
| <b>1.3 Contractor Name</b><br>Southern New Hampshire Services, Inc.   |  | <b>1.4 Contractor Address</b><br>40 Pine Street<br>PO Box 5040<br>Manchester NH 03108  |  |
| <b>1.5 Contractor Phone Number</b><br>603-668-8010  | <b>1.6 Account Number</b><br>010-090-5260-102-500734 | <b>1.7 Completion Date</b><br>June 30, 2015  | <b>1.8 Price Limitation</b><br>\$3,061,126 |
| <b>1.9 Contracting Officer for State Agency</b><br>Lisa L. Bujno, MSN, APRN<br>Bureau Chief   |  | <b>1.10 State Agency Telephone Number</b><br>603-271-4501  |  |
| <b>1.11 Contractor Signature</b><br>  |  | <b>1.12 Name and Title of Contractor Signatory</b><br>Gale F. Hennessy, Executive Director   |  |
| <b>1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Hillsborough</u></b><br>On 3/4/13, 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. |  |  |  |
| <b>1.13.1 Signature of Notary Public or Justice of the Peace</b><br><br>[Seal]   |  |  |  |
| <b>1.13.2 Name and Title of Notary or Justice of the Peace</b><br>Diane P. Erikson, Administrative Assistant  |  |  |  |
| <b>1.14 State Agency Signature</b><br>   |  | <b>1.15 Name and Title of State Agency Signatory</b><br><br>Lisa L. Bujno, Bureau Chief |  |
| <b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____   |  |  |  |
| <b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b><br>By: <br>Jeanne P. Herick, Attorney On: 11 Apr. 2013  |  |  |  |
| <b>1.18 Approval by the Governor and Executive Council</b><br>By: _____ On: _____   |  |  |  |



  
3-4-13

**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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: PK  
Date: 3-4-19

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

**NH Department of Health and Human Services**

**Exhibit A**

**Scope of Services**

*WIC-CSFP-BFPC Services*

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

**CONTRACTOR NAME:** Southern New Hampshire Services, Inc.

**ADDRESS:** 40 Pine Street, PO Box 5040  
Manchester NH 03108

**Executive Director:** Gale Hennessy

**TELEPHONE:** 603-668-8010

**The Contractor shall:**

1. During the period of the contract, the Contractor shall provide benefits and services as follows:

1.1 Culturally and Linguistically Appropriate Standards of Care

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

- a. Assess the ethnic/cultural needs, resources and assets of their community.
- b. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- c. When appropriate, provide clients of minimal English skills with interpretation services.
- d. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

1.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 8,389 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 2,921 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.4 The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, Policy and Procedure Manual, and the NH Administrative Rules.

1.5 The Contractor shall adhere to USDA Office of Civil Rights policies, including insertion of the non-discrimination statement on all outreach materials.

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
  - a. use of local media;
  - b. distribution of informational booklets and referral materials;
  - c. coordination with health and social service programs and agencies;
  - d. maintenance of participant waiting list, if appropriate;
  - e. specific activities to foster enrollment early in pregnancy and infancy; and
  - f. specific activities targeting retention of children until their fifth birthday.
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
  - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
  - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
  - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
  - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
  - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
  - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

- 8.2 The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
9. The Contractor shall maintain all CSFP Food issuance registers for a period not less than three years following the period of the contract in which the CSFP food package was issued.
10. The Contractor shall terminate from the Program, participating individuals who have enrolled for the maximum period of time specified by the Federal Regulations governing the WIC or CSF Program or who fail to participate for two consecutive months. Individuals being disqualified, suspended or terminated prior to the expiration of the present period of eligibility certification shall be given written notice of impending termination on forms provided by the State and the opportunity to request a Fair Hearing. The Contractor shall provide at least 15 days' oral or written notice of the expiration of the current benefit period.
11. The Contractor shall provide individuals who are denied participation with a written explanation on forms provided by the State for the denial of eligibility and shall provide such individuals with the opportunity to request a Fair Hearing regarding the reason for denial.
12. At the direction of the State, the Contractor shall take administrative action against participants found to be abusing Program benefits. Persons found to be participating in both the WIC Program and the CSF Program, or in two WIC or CSF Programs provided by different Contractors shall be immediately terminated from one Program.
13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 13.1 As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
14. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
15. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
16. At the time each certification or voucher issuance appointment is made, the Contractor shall request that parents or guardians show a valid picture ID.
17. At the time the certification appointment is made, the Contractor shall request that parents or guardians bring immunizations records of children aged 24 months or younger.
- 17.1 At the time of WIC Program certification, the Contractor shall review immunization records of children aged 24 months or younger and record the immunization status in StarLINC, the WIC MIS system.
- 17.2 There shall be no loss of WIC Program benefits or required follow-up by the Contractor if the immunization records are not produced.
18. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral

service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH. Note that this is required starting in FY2014 for those contractors that have already been trained, and in FY2015 for those who have not yet received training.

CSFP Responsibilities:

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

CSFP Warehouse Responsibilities:

24. The Contractor agrees to promptly pay such reasonable service charges as are assessed by USDA, the State, or private shippers to cover storage, processing, handling and delivery costs for which they are responsible. All funds accruing from the sale of containers, salvage of commodities, reimbursement from insurance, or recoveries from loss or damage claims shall be used to either replace lost food, reimburse the U.S. Department of Agriculture, or used for allowable program costs of the State commodity program in accordance with applicable Federal regulations and instructions, and according to the direction and approval of the State.
25. Shortages in or damages to commodities received from USDA must be immediately reported to the State if the amount exceeds 5% of the total shipment. All other loss and damage to commodities or complaints shall be reported at least monthly to the State. Upon an event creating a claim in favor of the Contractor from loss or damage of commodities caused by warehouse staff, a carrier or other person, the Contractor shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the State.
26. The Contractor assures the State that in its administration of Food Distribution Programs, it will comply with all requirements imposed by or pursuant to Part 15, Subpart A of Title 7, CFR, of the regulations of the US Department of Agriculture including amendments thereto after the date of this agreement. Federal food assistance is extended in reliance on the representations made herein.



27. The State reserves the right to discontinue immediately further shipments of United States Department of Agriculture donated foods to a Contractor who fails to comply with the general intents and purposes set forth in this agreement or any instructions issued pursuant thereto.

WIC & CSFP Administrative Responsibilities:

28. The Contractor shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.
- 28.1 A recommended ratio of 350-400 participants to one FTE staff person.
- 28.2 A recommended ratio of 750-800 participants to one FTE nutritionist.
- 28.3 The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 28.4 The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).
- 28.5 If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
29. The Contractor shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC or CSFP services without specific written approval from the State.
- 29.1 The Contractor shall assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
30. The Contractor shall comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
31. The Contractor shall notify the State about planned changes in key staff, clinic relocations, clinic closures, and other major changes in advance.
32. The Contractor shall conduct special projects as appropriate funding is received.
33. The Contractor shall complete and submit a quarterly time study of all WIC/CSFP staff utilizing forms and instructions provided by the State Agency.
34. The Contractor shall submit a report on their progress towards meeting performance measures

every 6 months and a final report on the overall program goals and objectives at the end of the two-year contract period.

**BFPC Responsibilities:**

1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program,
  - 1.1. The Contractor shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
  - 1.2. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
2. The Contractor shall administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
  - 2.1 The Contractor shall assure adequate program support from local management.
  - 2.2 The appropriate definition of a peer counselor shall be:
    - 2.2.1 Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
    - 2.2.2 Paraprofessionals provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
    - 2.2.3 Must be recruited and hired from the target population.
    - 2.2.4 Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
  - 2.3 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator at the local level.
  - 2.4 The Coordinator shall have defined job parameters and job descriptions for peer counselors.
  - 2.5 The Contractor shall provide adequate compensation and reimbursement of peer counselors.
  - 2.6 The Contractor shall assure training of local peer counseling management and clinic staff includes use of:
    - 2.6.1 Loving Support Through Peer Counseling: A Journey Together for WIC Managers training curriculum and presentations, and
    - 2.6.2 Loving Support Through Peer Counseling: A Journey Together for WIC Peer Counselors training curriculum and presentations.
  - 2.7 The Contractor shall adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
  - 2.8 The Contractor shall assure adequate supervision and monitoring of peer counselors.

2.9 The Contractor shall establish community partnerships to enhance the effectiveness of the WIC peer counseling program.

3. The Contractor shall assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in clinic staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Healthy Eating and Physical Activity Section immediately for additional guidance.

The remainder of this page is intentionally left blank

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Southern New Hampshire Services, Inc.

ADDRESS: 40 Pine Street, PO Box 5040  
Manchester NH 03108

Executive Director: Gale Hennessy  
TELEPHONE: 603-668-8010

Vendor #177198 B006

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

| Amount      | Appropriation #         | Job #    | Funding Source   | CFDA # | Federal Funds |
|-------------|-------------------------|----------|--|--------|---------------|
| \$400,344   | 010-090-5260-102-500734 | 90006001 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$137,388   | 010-090-5260-102-500734 | 90006002 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$1,280,110 | 010-090-5260-102-500734 | 90006003 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$511,696   | 010-090-5260-102-500734 | 90006004 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$201,636   | 010-090-5260-102-500734 | 90006041 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$406,564   | 010-090-5260-102-500734 | 90006007 | Commodity Supplemental Food Program (USDA)                                     | 10.565 | 100%          |
| \$123,388   | 010-090-5260-102-500734 | 90006022 | WIC Breastfeeding Peer Counseling Program (USDA)                               | 10.557 | 100%          |

TOTAL: \$3,061,126

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

**NH Department of Health and Human Services**

**Exhibit C**

**SPECIAL PROVISIONS**

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

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

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

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

- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

- 10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

- 10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**14. Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.



16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two(2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

Contractor Initials:     *fiw*    

Date:     3-4-13

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

**NH Department of Health and Human Services**

**Standard Exhibit D**

**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 to 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 5151-51-5160 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 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 certification 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, NH03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) 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);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

- (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;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (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
    - (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;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Southern New Hampshire Services, Inc.

**From: July 1, 2013** or date of G&C Approval, whichever is later **To: June 30, 2015**

**Contractor Name**

**Period Covered by this Certification**

Gale F. Hennessy, Executive Director

**Name and Title of Authorized Contractor Representative**

  
**Contractor Representative Signature**

3-4-13  
**Date**





NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "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**

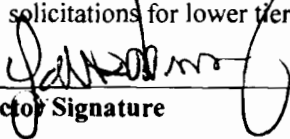
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
  - c. 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
  - d. 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.
2. 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**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

|   |   |
|---|---|
| <br>_____<br><b>Contractor Signature</b> | Executive Director<br>_____<br><b>Contractor's Representative Title</b> |
| Southern New Hampshire Services, Inc.<br>_____<br><b>Contractor Name</b>  | 3.4-13<br>_____<br><b>Date</b>  |

  
 3.11-13




**NH Department of Health and Human Services**

**Standard Exhibit G**

**CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
Contractor Signature \_\_\_\_\_ Executive Director \_\_\_\_\_  
Contractor's Representative Title

Southern New Hampshire Services \_\_\_\_\_ 3-4-15  
Contractor Name Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Contractor Signature

Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

3-4-13

Date

GD  
3-4-13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

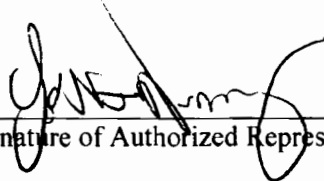


IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES  
The State Agency Name

Southern New Hampshire Services, Inc.  
Name of Contractor

\_\_\_\_\_  
Signature of Authorized Representative

  
Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN  
Name of Authorized Representative

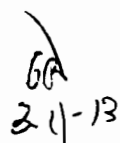
Gale F. Hennessy  
Name of Authorized Representative

BUREAU CHIEF  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

\_\_\_\_\_  
Date

3-4-13  
Date



NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. 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 Sub-award 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 Representative Signature)

Gale F. Hennessy, Executive Director  
(Authorized Contractor Representative Name & Title)

Southern New Hampshire Services, Inc.  
\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
3-4-13  
(Date)

  
3-4-13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 088584065

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, sub-grants, 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: \_\_\_\_\_



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 4th Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #4") dated February 14, 2017 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 non-profit corporation with a place of business at 63 Community Way, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2013 (item #95), amended June 18, 2014 (item #89), amended April 8, 2015 (item #25) and amended October 7, 2015 (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 the General Provisions, Paragraph 18 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$1,441,145
2. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:  
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2017 budgets (Exhibits B-2, Amendment #4)
3. Delete Exhibit B-1, Amendment #3, SFY 2017 and replace with Exhibit B-2, Amendment #4, SFY 2017.
4. Add Exhibit A, Scope of Services, BFPC Responsibilities, Paragraph 4. to read:  
4. The Contractor shall support training and educational materials in order to provide revitalizing nutrition and breastfeeding services, to maintain program integrity and increase caseload.

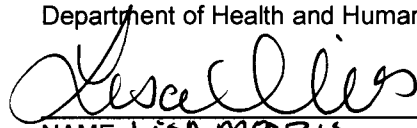


**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

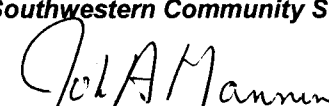
5. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

3/6/17  
Date

State of New Hampshire  
Department of Health and Human Services  
  
NAME LISA MORRIS  
TITLE DIRECTOR


2/27/17  
Date

**Southwestern Community Services**  
  
NAME John A. Manning  
TITLE Chief Executive Officer

**Acknowledgement:**

State of New Hampshire, County of Cheshire on 2/27/17, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

  
Name and Title of Notary or Justice of the Peace  
Stacey McGilvery, Notary



*gm*  
*2/27/17*



**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/3/17

Name: Megan A. Gagne  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GM  
2/27/17

## Exhibit B-2, Amendment #4

### New Hampshire Department of Health and Human Services

**Bidder Name:** Southwestern Community Services, Inc.

**Budget Request for:** WIC, Commodity Supplemental Food, Infrastructure and  
(Name of RFP)

**Budget Period:** SFY 2017

|                                    |                      |                     |                      |
|------------------------------------|----------------------|---------------------|----------------------|
| 1. Total Salary/Wages              | \$ 180,323.00        | \$ -                | \$ 180,323.00        |
| 2. Employee Benefits               | \$ 76,464.00         | \$ -                | \$ 76,464.00         |
| 3. Consultants                     | \$ -                 | \$ -                | \$ -                 |
| 4. Equipment:                      | \$ -                 | \$ -                | \$ -                 |
| Rental                             | \$ 16,320.00         | \$ -                | \$ 16,320.00         |
| Repair and Maintenance             | \$ -                 | \$ -                | \$ -                 |
| Purchase/Depreciation              | \$ -                 | \$ -                | \$ -                 |
| 5. Supplies:                       | \$ -                 | \$ -                | \$ -                 |
| Educational                        | \$ -                 | \$ -                | \$ -                 |
| Lab                                | \$ -                 | \$ -                | \$ -                 |
| Pharmacy                           | \$ -                 | \$ -                | \$ -                 |
| Medical                            | \$ 1,600.00          | \$ -                | \$ 1,600.00          |
| Office                             | \$ 1,600.00          | \$ -                | \$ 1,600.00          |
| 6. Travel                          | \$ 8,800.00          | \$ -                | \$ 8,800.00          |
| NWA                                | \$ 2,000.00          | \$ -                | \$ 2,000.00          |
| 7. Occupancy                       | \$ 22,584.00         | \$ -                | \$ 22,584.00         |
| 8. Current Expenses                | \$ -                 | \$ -                | \$ -                 |
| Telephone                          | \$ 3,912.00          | \$ -                | \$ 3,912.00          |
| Postage                            | \$ 1,800.00          | \$ -                | \$ 1,800.00          |
| Subscriptions                      | \$ -                 | \$ -                | \$ -                 |
| Audit and Legal                    | \$ -                 | \$ -                | \$ -                 |
| Insurance                          | \$ 1,900.00          | \$ -                | \$ 1,900.00          |
| Board Expenses                     | \$ -                 | \$ -                | \$ -                 |
| 9. Software                        | \$ -                 | \$ -                | \$ -                 |
| 10. Marketing/Communications       | \$ 1,500.00          | \$ -                | \$ 1,500.00          |
| 11. Staff Education and Training   | \$ 1,000.00          | \$ -                | \$ 1,000.00          |
| 12. Subcontracts/Agreements        | \$ -                 | \$ -                | \$ -                 |
| 13. Other (specific details mandat | \$ -                 | \$ -                | \$ -                 |
| Mobile Internet Services           | \$ 1,620.00          | \$ -                | \$ 1,620.00          |
| Infrastructure Funds (Tablets      | \$ 16,530.00         | \$ -                | \$ 16,530.00         |
| Training/Meeting                   | \$ -                 | \$ -                | \$ -                 |
| Infrastructure/OA Funds            | \$ 55,145.00         | \$ -                | \$ 55,145.00         |
| Indirect Expense                   | \$ -                 | \$ 24,786.00        | \$ 24,786.00         |
|                                    | \$ -                 | \$ -                | \$ -                 |
| <b>TOTAL</b>                       | <b>\$ 393,098.00</b> | <b>\$ 24,786.00</b> | <b>\$ 417,884.00</b> |

Indirect As A Percent of Direct

6.3%

Contractor Initials: GM

Date: 2/27/17

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 19, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14<sup>th</sup> day of April A.D. 2016

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, 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 02/18/16:  
(Date)

**RESOLVED:** That the Chief Executive 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 27th day of February, 2017.  
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive 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 27th day of February, 2017.

By Elaine M. Amer  
(Name of Elected Officer of the Agency)

Stacey McGilvery  
Stacey McGilvery (Notary)

(NOTARY SEAL)

Commission Expires: 11/18/2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2016

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<br>Clark - Mortenson Insurance<br>P.O. Box 606<br>Keene NH 03431 |  | CONTACT NAME:<br>PHONE (A/C No. Ext): 603-352-2121 FAX (A/C No.): 603-357-8491<br>E-MAIL: csr24@clark-mortenson.com<br>ADDRESS:   |  |
| INSURED<br>Southwestern Comm Services Inc<br>PO Box 603<br>Keene NH 03431 |  | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Philadelphia Insurance Company NAIC # 0<br>INSURER B: Maine Employer Mutual Insurance Co.<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

**COVERAGES**

CERTIFICATE NUMBER: 540728960

REVISION NUMBER:

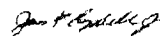
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |           |          | PHPK1513235   | 6/30/2016               | 6/30/2017               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS   |           |          | PHPK1513235   | 6/30/2016               | 6/30/2017               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | PHU545630     | 6/30/2016               | 6/30/2017               | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N<br>N | 3102800768    | 4/1/2016                | 4/1/2017                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E L EACH ACCIDENT \$500,000<br>E L DISEASE - EA EMPLOYEE \$500,000<br>E L DISEASE - POLICY LIMIT \$500,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Statutory coverage provided for the State of NH  
 All Executive Officers are included in the Workers Compensation coverage

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| Department of Health & Human Services<br>Office of Human Services<br>129 Pleasant Street<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.



# Southwestern Community Services

Over 45 years of people helping people in Cheshire and Sullivan counties

## SOUTHWESTERN COMMUNITY SERVICES, INC.

### Personnel Policies and Procedures 2014

Revised

#### Vision Statement

SCS seeks to create and support a climate within the communities of southwestern New Hampshire wherein *poverty is never accepted* as chronic or permanent condition of any person's life.

#### Mission Statement

SCS strives to empower low income people and families. *With dignity and respect*, SCS will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward *self-sufficiency*.

#### Community Statement

*In partnership and close collaboration* with local communities, SCS will provide *leadership and support* to develop resources, programs and services to further aid this population.

63 Community Way  
PO Box 603  
Keene, NH 03431-0603  
Phone: (603) 352-7512  
Fax: (603) 352-3618



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, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED MAY 31, 2016**

**TABLE OF CONTENTS**

|  | <b><u>Page(s)</u></b> |
|--|-----------------------|
| Independent Auditors' Report                                     | 1 - 2                 |
| Financial Statements:  |                       |
| Consolidated Statements of Financial Position                    | 3                     |
| Consolidated Statement of Activities                             | 4                     |
| Consolidated Statements of Cash Flows                            | 5 - 6                 |
| Consolidated Statement of Functional Expenses                    | 7                     |
| Consolidated Notes to Financial Statements                       | 8 - 21                |
| Supplementary Information:                                       |                       |
| Consolidated Schedule of Functional Revenues and Expenses        | 22                    |
| Schedule of Expenditures of Federal Awards                       | 23                    |
| Notes to Schedule of Expenditures of Federal Awards              | 24                    |
| Independent Auditors' Reports on Internal Control and Compliance | 25 - 28               |
| Schedule of Findings and Questioned Costs                        | 29 - 30               |
| Summary Schedule of Prior Audit Findings                         | 31                    |

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, 2016 and 2015, and the related consolidated 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 May 31, 2016.

### **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, 2016 and 2015, 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' 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 23, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2015, 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 November 11, 2016, 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*

December 9, 2016

Wolfeboro, New Hampshire

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
MAY 31, 2016 AND 2015**

**ASSETS**

|                               | <u>2016</u>          | <u>2015</u><br>(restated) |
|-------------------------------|----------------------|---------------------------|
| <b>CURRENT ASSETS</b>         |                      |                           |
| Cash and cash equivalents     | \$ 1,188,826         | \$ 197,247                |
| Accounts receivable           | 1,102,367            | 911,829                   |
| Prepaid expenses              | 23,413               | 45,899                    |
| Notes receivable              | 112,000              | 112,000                   |
| Interest receivable           | <u>36,587</u>        | <u>32,107</u>             |
| Total current assets          | <u>2,463,193</u>     | <u>1,299,082</u>          |
| <b>PROPERTY</b>               |                      |                           |
| Land and buildings            | 14,237,257           | 19,155,380                |
| Vehicles and equipment        | 813,172              | 802,622                   |
| Furniture and fixtures        | <u>40,986</u>        | <u>144,840</u>            |
| Total property                | 15,091,415           | 20,102,842                |
| Less accumulated depreciation | <u>5,446,011</u>     | <u>8,819,308</u>          |
| Property, net                 | <u>9,645,404</u>     | <u>11,283,534</u>         |
| <b>OTHER ASSETS</b>           |                      |                           |
| Inventory                     | -                    | 209,342                   |
| Investment in related parties | 20,700               | 20,700                    |
| Due from related parties      | 281,825              | 352,217                   |
| Cash escrow and reserve funds | 341,367              | 278,772                   |
| Security deposits             | 35,961               | 62,930                    |
| Other assets                  | <u>384</u>           | <u>15,968</u>             |
| Total other assets            | <u>680,237</u>       | <u>939,929</u>            |
| Total assets                  | <u>\$ 12,788,834</u> | <u>\$ 13,522,545</u>      |

**LIABILITIES AND NET ASSETS**

|  |                      |                      |
|--|----------------------|----------------------|
| <b>CURRENT LIABILITIES</b>                       |                      |                      |
| Accounts payable                                 | \$ 155,247           | \$ 720,997           |
| Accrued expenses                                 | 146,363              | 117,347              |
| Accrued payroll and payroll taxes                | 218,182              | 309,572              |
| Other current liabilities                        | 181,696              | 132,696              |
| Refundable advances                              | 201,064              | 239,234              |
| Bank line of credit                              | -                    | 249,953              |
| Current portion of long term debt                | <u>381,611</u>       | <u>331,865</u>       |
| Total current liabilities                        | 1,284,163            | 2,101,664            |
| <b>NONCURRENT LIABILITIES</b>                    |                      |                      |
| Long term debt, less current portion shown above | <u>7,991,096</u>     | <u>9,069,941</u>     |
| Total liabilities                                | <u>9,275,259</u>     | <u>11,171,605</u>    |
| <b>NET ASSETS</b>                                |                      |                      |
| Unrestricted                                     | 3,302,355            | 2,341,095            |
| Temporarily restricted                           | <u>211,220</u>       | <u>9,845</u>         |
| Total net assets                                 | <u>3,513,575</u>     | <u>2,350,940</u>     |
| Total liabilities and net assets                 | <u>\$ 12,788,834</u> | <u>\$ 13,522,545</u> |

See Notes to Consolidated Financial Statements



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED MAY 31, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|   | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>2016<br/>Total</u> | <u>2015<br/>Total</u><br>(restated) |
|---|---------------------|-----------------------------------|-----------------------|-------------------------------------|
| <b>REVENUES AND OTHER SUPPORT</b>   |                     |                                   |                       |                                     |
| Government contracts  | \$ 9,060,110        | \$ -                              | \$ 9,060,110          | 9,154,522                           |
| Program service fees  | 2,030,772           | -                                 | 2,030,772             | 1,991,293                           |
| Rental income   | 1,007,200           | -                                 | 1,007,200             | 533,766                             |
| Developer income  | 254,004             | -                                 | 254,004               | 347,615                             |
| Support   | 306,582             | 211,220                           | 517,802               | 381,297                             |
| Fundraising   | 67,765              | -                                 | 67,765                | 92,884                              |
| Interest income   | 4,710               | -                                 | 4,710                 | 4,549                               |
| Forgiveness of debt   | 61,209              | -                                 | 61,209                | 585,457                             |
| Miscellaneous   | 264,795             | -                                 | 264,795               | 122,439                             |
| In-kind contributions   | 215,867             | -                                 | 215,867               | 161,575                             |
|   | <hr/>               | <hr/>                             | <hr/>                 | <hr/>                               |
| Total revenues and other support  | 13,273,014          | 211,220                           | 13,484,234            | 13,375,397                          |
| <b>NET ASSETS RELEASED FROM<br/>RESTRICTIONS</b>                            |                     |                                   |                       |                                     |
|   | <u>9,845</u>        | <u>(9,845)</u>                    | <u>-</u>              | <u>-</u>                            |
| Total revenues, other support, and<br>net assets released from restrictions | <u>13,282,859</u>   | <u>201,375</u>                    | <u>13,484,234</u>     | <u>13,375,397</u>                   |
| <b>EXPENSES</b>   |                     |                                   |                       |                                     |
| <b>Program services</b>   |                     |                                   |                       |                                     |
| Home energy programs  | 3,624,241           | -                                 | 3,624,241             | 4,014,931                           |
| Education and nutrition   | 2,271,455           | -                                 | 2,271,455             | 2,213,462                           |
| Homeless programs   | 2,122,818           | -                                 | 2,122,818             | 2,211,640                           |
| Housing services  | 2,521,333           | -                                 | 2,521,333             | 1,895,451                           |
| Economic development services   | 317,822             | -                                 | 317,822               | 437,548                             |
| Other programs  | 745,736             | -                                 | 745,736               | 818,906                             |
|   | <hr/>               | <hr/>                             | <hr/>                 | <hr/>                               |
| Total program services  | 11,603,405          | -                                 | 11,603,405            | 11,591,938                          |
| <b>Supporting activities</b>  |                     |                                   |                       |                                     |
| Management and general  | <u>1,887,761</u>    | <u>-</u>                          | <u>1,887,761</u>      | <u>1,826,284</u>                    |
| Total expenses  | <u>13,491,166</u>   | <u>-</u>                          | <u>13,491,166</u>     | <u>13,418,222</u>                   |
| <b>CHANGES IN NET ASSETS BEFORE<br/>GAIN (LOSS) ON SALE OF PROPERTY</b>     | <u>(208,307)</u>    | <u>201,375</u>                    | <u>(6,932)</u>        | <u>(42,825)</u>                     |
| <b>GAIN (LOSS) ON SALE OF PROPERTY</b>                                      | <u>759,643</u>      | <u>-</u>                          | <u>759,643</u>        | <u>(11,116)</u>                     |
| <b>CHANGE IN NET ASSETS</b>   | <u>551,336</u>      | <u>201,375</u>                    | <u>752,711</u>        | <u>(53,941)</u>                     |
| <b>NET ASSETS, BEGINNING OF YEAR</b>  | 2,341,095           | 9,845                             | 2,350,940             | 4,194,192                           |
| <b>PRIOR PERIOD ADJUSTMENT</b>  | -                   | -                                 | -                     | 195,077                             |
| <b>NET ASSETS TRANSFERRED FROM<br/>LIMITED PARTNERSHIPS</b>                 | <u>409,924</u>      | <u>-</u>                          | <u>409,924</u>        | <u>(1,984,388)</u>                  |
| <b>NET ASSETS, BEGINNING OF YEAR</b>  | <u>2,751,019</u>    | <u>9,845</u>                      | <u>2,760,864</u>      | <u>2,404,881</u>                    |
| <b>NET ASSETS, END OF YEAR</b>  | <u>\$ 3,302,355</u> | <u>\$ 211,220</u>                 | <u>\$ 3,513,575</u>   | <u>\$ 2,350,940</u>                 |

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES****CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED MAY 31, 2016 AND 2015**

|   | <u>2016</u>         | <u>2015</u><br>(restated) |
|---|---------------------|---------------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>   |                     |                           |
| Change in net assets  | \$ 752,711          | \$ (53,941)               |
| Adjustments to reconcile changes in net assets to net cash from operating activities: |                     |                           |
| Depreciation and amortization   | 597,297             | 505,694                   |
| (Gain) loss on sales of property  | (884,882)           | -                         |
| Loss on sale of property developments sold  | 125,239             | 11,116                    |
| Forgiveness of debt   | (61,209)            | (585,457)                 |
| (Increase) decrease in assets:  |                     |                           |
| Accounts receivable   | (190,538)           | 71,516                    |
| Prepaid expenses  | 31,980              | (53,739)                  |
| Interest receivable   | (4,480)             | (4,480)                   |
| Due from related parties  | (164,685)           | 944,184                   |
| Security deposits   | 59,036              | (5,398)                   |
| Other assets  | 15,584              |                           |
| Increase (decrease) in liabilities:   |                     |                           |
| Accounts payable  | (603,671)           | (334,243)                 |
| Accrued expenses  | (820)               | (639,853)                 |
| Accrued payroll and payroll taxes   | (91,390)            | 196,026                   |
| Other current liabilities   | 49,000              | 2,563                     |
| Refundable advances   | (38,170)            | 107,120                   |
| <b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>                            | <u>(408,998)</u>    | <u>161,108</u>            |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>   |                     |                           |
| Decrease in escrow funds  | 237,589             | 29,115                    |
| Proceeds from property developments sold  | 266,500             | 261,478                   |
| Improvements to property developments   | (182,397)           | (158,756)                 |
| Proceeds from sales of property   | 4,019,878           | -                         |
| Purchase of property  | (115,173)           | (75,198)                  |
| <b>NET CASH PROVIDED BY INVESTING ACTIVITIES</b>                                      | <u>4,226,397</u>    | <u>56,639</u>             |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>   |                     |                           |
| Net repayments on bank line of credit   | (249,953)           | (89,000)                  |
| Proceeds from long term debt  | 34,182              | 67,917                    |
| Repayment of long term debt   | (2,636,139)         | (102,869)                 |
| <b>NET CASH USED IN FINANCING ACTIVITIES</b>  | <u>(2,851,910)</u>  | <u>(123,952)</u>          |
| <b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>                                      | 965,489             | 93,795                    |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>                                   | 197,247             | 96,654                    |
| <b>CASH TRANSFERRED FROM LIMITED PARTNERSHIPS</b>                                     | <u>26,090</u>       | <u>6,798</u>              |
| <b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>   | <u>\$ 1,188,826</u> | <u>\$ 197,247</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, 2016 AND 2015**

|   | <u>2016</u>         | <u>2015</u><br>(restated) |
|---|---------------------|---------------------------|
| <b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>                      |                     |                           |
| Cash paid during the year for interest  | <u>\$ 253,726</u>   | <u>\$ 186,420</u>         |
| <b>SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES</b> |                     |                           |
| Transfer of assets from newly consolidated LPs:                               |                     |                           |
| Accounts receivable   | \$ -                | \$ 7,149                  |
| Due from related parties  | 40,000              | -                         |
| Prepaid expenses  | 9,494               | 8,324                     |
| Land and buildings  | 3,097,594           | 6,623,002                 |
| Furniture and fixtures  | 28,666              | 111,730                   |
| Accumulated depreciation  | (1,147,270)         | (3,857,476)               |
| Other assets  | -                   | 15,377                    |
| Cash escrow and reserve funds   | 300,184             | 125,050                   |
| Security deposits   | <u>32,067</u>       | <u>45,904</u>             |
| Total transfer of assets from newly consolidated LPs                          | <u>\$ 2,360,735</u> | <u>\$ 3,079,060</u>       |
| Transfer of liabilities from newly consolidated LPs:                          |                     |                           |
| Accounts payable  | \$ 37,921           | \$ 504,354                |
| Due to related parties  | -                   | 226,789                   |
| Accrued expenses  | 29,836              | 645,873                   |
| Long term debt  | <u>1,909,144</u>    | <u>3,693,230</u>          |
| Total transfer of liabilities from newly consolidated LPs                     | <u>\$ 1,976,901</u> | <u>\$ 5,070,246</u>       |
| Transfer of net assets from newly consolidated LPs                            | <u>\$ 409,924</u>   | <u>\$ (1,984,388)</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, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|   | Home Energy Programs | Education and Nutrition | Homeless Programs   | Housing Services    | Economic Development Services | Other Programs    | Total Program        | Management and General | 2016 Total           | 2015 Total (restated) |
|---|----------------------|-------------------------|---------------------|---------------------|-------------------------------|-------------------|----------------------|------------------------|----------------------|-----------------------|
| Payroll   | \$ 367,452           | \$ 1,020,131            | \$ 560,784          | \$ 780,506          | \$ 205,470                    | \$ 382,202        | \$ 3,316,547         | \$ 754,218             | \$ 4,070,765         | \$ 3,884,753          |
| Payroll taxes   | 37,424               | 114,436                 | 55,888              | 75,987              | 19,773                        | 43,778            | 347,296              | 66,039                 | 413,335              | 419,912               |
| Employee benefits   | 125,137              | 298,025                 | 156,712             | 217,328             | 54,272                        | 119,434           | 970,908              | 149,659                | 1,120,567            | 1,241,803             |
| Retirement  | 24,223               | 70,374                  | 36,061              | 59,160              | 13,817                        | 17,028            | 220,663              | 63,302                 | 283,965              | 264,701               |
| Advertising   | 150                  | 28,290                  | 1,698               | 2,908               | 1,980                         | -                 | 33,036               | 396                    | 33,432               | 24,335                |
| Bank charges  | 240                  | -                       | 104                 | 5,370               | -                             | -                 | 5,714                | 8,123                  | 13,837               | 10,143                |
| Bad debt expense  | -                    | -                       | -                   | 27,660              | -                             | -                 | 27,660               | -                      | 27,660               | 878                   |
| Commercial subsidy  | 1,800                | -                       | 11,074              | -                   | -                             | 1,868             | 14,742               | -                      | 14,742               | 13,373                |
| Computer cost   | 58                   | 3,133                   | 3,189               | -                   | 1,310                         | -                 | 7,690                | 129,074                | 136,764              | 159,186               |
| Contractual   | 219,626              | 22,618                  | 144,601             | 35,717              | 2,386                         | 80,035            | 505,183              | 16,144                 | 521,327              | 785,393               |
| Depreciation  | -                    | 21,870                  | 91,203              | 321,803             | -                             | 11,557            | 446,433              | 150,864                | 597,297              | 505,694               |
| Dues/registration   | -                    | 6,815                   | 625                 | 235                 | -                             | 7,914             | 15,589               | 3,030                  | 18,619               | 26,125                |
| Duplicating   | 1,588                | 9,460                   | 207                 | 135                 | -                             | 726               | 12,116               | 5,407                  | 17,523               | 14,354                |
| Insurance   | 6,038                | 15,578                  | 22,855              | 98,104              | 1,198                         | 6,211             | 149,984              | 39,640                 | 189,624              | 141,667               |
| Interest  | 7,374                | 8,774                   | 10,663              | 103,971             | 2,190                         | 2,190             | 125,598              | 128,128                | 253,726              | 186,420               |
| Meeting and conference  | 9,396                | 896                     | 11,846              | 8,762               | -                             | 26,274            | 55,152               | 36,430                 | 91,582               | 58,293                |
| Miscellaneous expense   | 232                  | 8,715                   | 2,975               | 136,707             | 355                           | 5,702             | 163,850              | 31,465                 | 195,315              | 77,678                |
| Miscellaneous taxes   | -                    | -                       | -                   | 89,068              | -                             | -                 | 89,068               | 10,175                 | 99,243               | 49,920                |
| Equipment purchases   | 11,361               | 1,832                   | 589                 | 4,744               | -                             | -                 | 7,377                | 5,770                  | 13,147               | 17,962                |
| Office expense  | 45                   | 18,063                  | 12,256              | 7,957               | 3,886                         | 430               | 53,773               | 16,483                 | 70,256               | 62,621                |
| Postage   | -                    | 377                     | 100                 | 588                 | 294                           | -                 | 1,404                | 23,999                 | 25,403               | 23,144                |
| Professional fees   | 3,300                | 5,335                   | 17,882              | 48,030              | -                             | -                 | 48,030               | 92,569                 | 140,599              | 66,297                |
| Staff development and training  | -                    | -                       | -                   | 6,227               | -                             | 12,592            | 45,336               | 20,609                 | 65,945               | 93,425                |
| Subscriptions   | 1,621                | 15,497                  | 23,826              | 458                 | 234                           | 1,050             | 1,742                | 551                    | 2,293                | 979                   |
| Telephone   | -                    | -                       | -                   | 9,660               | 4,347                         | 1,133             | 58,084               | 5,076                  | 61,160               | 85,550                |
| Fax   | -                    | -                       | -                   | -                   | -                             | -                 | -                    | -                      | -                    | 46                    |
| Travel  | 5,778                | 18,032                  | 20,648              | 7,572               | 5,171                         | 764               | 57,965               | 3,429                  | 61,394               | 52,997                |
| Vehicle   | 1,668                | 3,362                   | 2,713               | 26,122              | -                             | 5,607             | 41,472               | 36,064                 | 77,536               | 78,974                |
| Rent  | -                    | 26,550                  | -                   | -                   | -                             | -                 | 26,550               | -                      | 26,550               | 25,550                |
| Space costs   | 2,799,710            | 148,298                 | 258,489             | 391,556             | -                             | 510               | 798,653              | 91,117                 | 889,970              | 697,407               |
| Direct client assistance  | -                    | 181,127                 | 675,640             | 52,986              | 3,519                         | 18,731            | 3,741,723            | -                      | 3,741,723            | 4,187,069             |
| In-kind expenses  | -                    | 215,867                 | -                   | -                   | -                             | -                 | 215,867              | -                      | 215,867              | 161,575               |
| <b>TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION</b> | <b>3,624,241</b>     | <b>2,271,455</b>        | <b>2,122,818</b>    | <b>2,521,333</b>    | <b>317,822</b>                | <b>745,736</b>    | <b>11,603,405</b>    | <b>1,887,761</b>       | <b>13,491,166</b>    | <b>13,418,222</b>     |
| Allocation of management and general expenses                             | 589,629              | 369,544                 | 345,362             | 410,196             | 51,707                        | 121,323           | 1,887,761            | (1,887,761)            | -                    | -                     |
| <b>TOTAL FUNCTIONAL EXPENSES</b>  | <b>\$ 4,213,870</b>  | <b>\$ 2,640,999</b>     | <b>\$ 2,468,180</b> | <b>\$ 2,931,529</b> | <b>\$ 369,529</b>             | <b>\$ 867,059</b> | <b>\$ 13,491,166</b> | <b>\$ -</b>            | <b>\$ 13,491,166</b> | <b>\$ 13,418,222</b>  |

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2016 AND 2015**

**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 Corp., SCS Housing, Inc., Drewsville Carriage House Associates, LP (Drewsville), North Walpole Village Housing Associates, LP (North Walpole), Troy Common Associates, LP (Troy), Peterborough/Finlay, LLC (Peterborough), Hinsdale Main Street Associates LP (Hinsdale), Jaffrey Housing Associates LP (Jaffrey), Troy Senior Housing Associates, LP (Troy Senior), and Keene Eastside Senior Housing Associates, LP (Keene Eastside). 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. The consolidated financial statements include the accounts of Southwestern Community Services, Inc., SCS Management Corp., and SCS Housing, Inc. The three corporations are combined because Southwestern Community Services, Inc. controls more than 50% of the voting power. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

For the years ended May 31, 2016 and 2015, Drewsville, North Walpole, Troy, Peterborough, Hinsdale, Jaffrey, Troy Senior, and Keene Eastside have been consolidated with the Organization because the Organization owns 100% of the voting power. Troy Senior and Keene Eastside were acquired by the Organization during the year ended May 31, 2016, and Peterborough, Hinsdale, and Jaffrey were acquired during the year ended May 31, 2015. During the year ended May 31, 2016, the Organization sold North Walpole, Troy, Peterborough, and Hinsdale. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

### **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, 2016 and 2015, 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, 2015 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, 2016 and 2015. 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 receivable 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 is \$112,000 and \$36,587, respectively at May 31, 2016 and \$112,000 and \$32,107, respectively at May 31, 2015.

### **Inventory**

Inventory is recorded at cost or at fair value if contributed. Inventory consists of property developments, which when complete, will be held for sale. There are no property developments in process at May 31, 2016.

### **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, 2016 and 2015, approximately 66% and 68%, 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. At May 31, 2016, cash balances in excess of federally insured limits aggregated approximately \$960,000. At May 31, 2015, no balance exceeded the federally insured limits.

**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.

**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 a private foundation. As such, they are exempt from income tax on its exempt function income.

SCS Housing, Inc. is taxed as a corporation and has federal net operating loss carryforwards totaling \$808,894 and \$800,793 at May 31, 2016 and 2015, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2016 and 2015:

|                                     | <u>2016</u>      | <u>2015</u>      |
|-------------------------------------|------------------|------------------|
| Tax benefit from loss carryforwards | \$121,334        | \$120,119        |
| Valuation allowance                 | <u>(121,334)</u> | <u>(120,119)</u> |
| Deferred tax asset                  | <u>\$ -</u>      | <u>\$ -</u>      |



Drewsville, North Walpole, Troy, Peterborough, Hinsdale, Jaffrey, Troy, Senior and Keene Eastside 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, 2013 – 2016), 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, inventory, 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. The line calls for monthly interest payments based on an interest rate of 4% per annum. The line is secured by all the Organization's assets. The outstanding balance at May 31, 2015 totaled \$249,953. The balance has been repaid in full as of May 31, 2016.

**NOTE 3**      **LONG TERM DEBT**

The long term debt at May 31, 2016 and 2015 consisted of the following:

|   | <u>2016</u> | <u>2015</u> |
|---|-------------|-------------|
| 1% mortgage payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization.   | \$ 172,929  | \$ 181,843  |
| 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.                   | 32,147      | 32,147      |
| 3.5% note payable to a bank in monthly installments for principal and interest of \$959 through March 2021. The note is secured by real estate of the Organization.   | 51,906      | 61,388      |
| Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. 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.   | 250,000     | 250,000     |
| Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. 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. | 406,558     | 408,300     |

|  |           |           |
|--|-----------|-----------|
| 4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment due January 2017. The note is secured by real estate of the Organization.   | 192,893   | 206,615   |
| 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.  | 2,312,802 | 2,343,485 |
| Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract and the note is secured by real estate of the Organization.   | 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, 2016 and is classified as current. The note is secured by real estate of the Organization.  | 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, 2016 and is classified as current. The note is secured by real estate of the Organization.  | 45,000    | 45,000    |
| Note payable to a bank in monthly installments for principal and interest of \$2,769 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, 2016 and 2015. The note is secured by real estate of the Organization. | 439,386   | 449,567   |
| 5.95% note payable to a bank in monthly installments for principal and interest of \$934 through May 2021. The note is secured by real estate of the Organization.   | 110,853   | 115,214   |

North Walpole - 6% note payable to a bank in monthly installments for principal and interest of \$1,351 through April 2016 at which time a balloon payment of \$123,000 was due. North Walpole was sold during the year ended May 31, 2016. The note was secured by real estate of the Organization.

- 128,971

Troy - 7% note payable to a bank in monthly installments for principal and interest of \$807 through December 2025. Troy was sold during the year ended May 31, 2016 and the note was paid off. The note was secured by real estate of the Organization.

- 76,750

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.

200,000 225,000

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.

120,000 135,000

Non-interest bearing note payable to New Hampshire Finance Authority in annual payments in the amount of 50% of annual surplus cash through July 2023 at which time the remaining balance is due. The note is secured by real estate of the Organization.

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.

402,966 424,175

3.99% note payable to a bank in monthly installments for principal and interest of \$355 through May 2018. The note is secured by a vehicle of the Organization. 8,401 12,249

Peterborough - 7% note payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$15,013 through June 2040. Peterborough was sold during the year ended May 31, 2016 and the note was paid off. The note was secured by a mortgage and risk sharing security agreement with the U.S. Department of Housing and Urban Development on the Organization's assets. - 2,124,114

Peterborough - Non-recourse 0% note payable to New Hampshire Housing Finance Authority. Principal is payable at the sole discretion of the lender from excess cash of the borrower determined by formula. Peterborough was sold during the year ended May 31, 2016 and the note was paid off. The note was due December 2041 and was secured by the Partnership's land and buildings. - 388,657

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 included cumulative accrued interest of \$46,819. 297,668 294,721

Jaffrey - 6% note payable to a bank in monthly installments for principal and interest of \$484 through June 2027. The note is secured by land and buildings. 46,592 49,463

Hinsdale - 6% note payable to a bank in monthly installments for principal and interest of \$635 with a balloon payment due October 2017. Hinsdale was sold during the year ended May 31, 2016 and the note was paid off. The note was secured by land and buildings. - 66,030

4.25% note payable to a bank in monthly installments for principal and interest through December 2016. The note was secured by land and buildings and was paid off during the year ended May 31, 2016. - 37,718

|  |                     |                     |
|--|---------------------|---------------------|
| 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.   | 22,167              | 28,210              |
| 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.   | 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.    | 140,210             | -                   |
| Keene Eastside - 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.  | 900,000             | -                   |
| Keene Eastside - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization.         | 34,106              | -                   |
| Keene Eastside - 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. | <u>228,934</u>      | <u>-</u>            |
|  | 8,372,707           | 9,401,806           |
| Less current portion due within one year   | <u>381,611</u>      | <u>331,865</u>      |
|  | <u>\$ 7,991,096</u> | <u>\$ 9,069,941</u> |

The schedule of maturities of long term debt at May 31, 2016 is as follows:

| <u>Year Ending</u><br><u>May 31</u> | <u>Amount</u>       |
|-------------------------------------|---------------------|
| 2017                                | \$ 381,611          |
| 2018                                | 84,403              |
| 2019                                | 83,465              |
| 2020                                | 80,398              |
| 2021                                | 81,318              |
| Thereafter                          | <u>7,661,512</u>    |
| Total                               | <u>\$ 8,372,707</u> |

**NOTE 4**     **OPERATING LEASES**

The Organization leases facilities and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2017. Monthly lease payments range from \$341 to \$3,521. Lease expense for the years ended May 31, 2016 and 2015 totaled \$25,093 and \$9,472, respectively.

Future minimum payments as of May 31, 2016 on the above leases are \$36,617 during the year ending May 31, 2017.

**NOTE 5**     **ACCRUED COMPENSATED BALANCES**

At May 31, 2016 and 2015, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$125,790 and \$125,564, respectively.

**NOTE 6**     **CONTINGENCIES**

At May 31, 2016, SCS Housing, Inc. is the general partner of seven limited partnerships (which include Drewsville, Jaffrey, and Troy Senior, consolidated within the financial statements) formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$2,345,000 at May 31, 2016. Partnership real estate with a cost basis of approximately \$17,286,000 provides collateral on these loans.

At May 31, 2015, SCS Housing, Inc. was the general partner of eleven limited partnerships (which included Drewsville, North Walpole, Troy, Peterborough, Hinsdale, and Jaffrey, consolidated within the financial statements) formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. had guaranteed repayment of liabilities of various partnerships totaling \$5,209,000 at May 31, 2015. Partnership real estate with a cost basis of approximately \$25,300,000 provided collateral on these loans.

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, 2016 and 2015.

**NOTE 7**      **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2016 and 2015, SCS Housing, Inc. managed seven limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$276,881 and \$337,996, for the years ended May 31, 2016 and 2015, respectively. In addition, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years. The total amount due and expected to be collected from the limited partnerships was \$281,825 and \$352,217 at May 31, 2016 and 2015, respectively.

**NOTE 8**      **INVESTMENT IN RELATED PARTIES**

The Organization has invested in three related entities for property development and Department of Housing and Urban Development (HUD) sponsorship purposes. The total amount invested in these entities totaled \$20,700 at May 31, 2016 and 2015.

**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 \$283,965 and \$264,701 for the years ended May 31, 2016 and 2015, respectively.

**NOTE 10**     **RESTRICTIONS ON NET ASSETS**

Temporarily restricted net assets consist of contributions received by the Organization that have not been used for the specified purpose of the donor. Temporarily restricted net assets at May 31, 2016 and 2015 totaled \$211,220 and \$9,845, respectively.



**NOTE 11**     **FORGIVENESS OF DEBT**

During the year ended May 31, 2016 the Organization realized forgiveness of debt income in connection with notes payable to HUD. Forgiveness of debt income totaled \$61,209 for the year ended May 31, 2016.

During the year ended May 31, 2015 the Organization realized forgiveness of debt income in connection with notes payable to the Town of Hinsdale, the County of Cheshire and HUD. Forgiveness of debt income totaled \$585,457 for the year ended May 31, 2015.

**NOTE 12**     **PRIOR PERIOD ADJUSTMENT**

The beginning net assets for the year ended May 31, 2016 have been restated to properly reflect the amount of assets and liabilities assumed in 2015 when Southwestern Community Services, Inc. acquired interests in a low income housing partnership. Unrestricted net assets at May 31, 2015 have been increased by \$195,077 to properly reflect the transaction.

**NOTE 13**     **TRANSFER OF PARTNERSHIP INTEREST**

During 2016, SCS acquired partnership interests in two low income housing limited partnerships: Troy Senior Housing Associates, LP (Troy Senior) and Keene Eastside Senior Housing Associates, LP (Keene Eastside). The amount paid for each partnership interest was \$1 and at the time of acquisition SCS became the general partner in each partnership.

The following is a summary of the assets and liabilities of each partnership at the date of acquisition:

| Date of transfer  | <u>09/09/2015</u>     | <u>12/31/2015</u>  |                   |
|-------------------|-----------------------|--------------------|-------------------|
|                   | <u>Keene Eastside</u> | <u>Troy Senior</u> | <u>Total</u>      |
| Cash              | \$ 18,722             | \$ 7,368           | \$ 26,090         |
| Cash-escrow       | 280,837               | 19,347             | 300,184           |
| Property – net    | 996,031               | 982,959            | 1,978,990         |
| Other assets      | <u>38,090</u>         | <u>22,557</u>      | <u>60,647</u>     |
| Total assets      | <u>1,333,680</u>      | <u>1,032,231</u>   | <u>2,365,911</u>  |
| Notes payable     | 1,128,934             | 780,210            | 1,909,144         |
| Other liabilities | <u>19,778</u>         | <u>27,065</u>      | <u>46,843</u>     |
| Total liabilities | <u>1,148,712</u>      | <u>807,275</u>     | <u>1,955,987</u>  |
| Partners' capital | <u>\$ 184,968</u>     | <u>\$ 224,956</u>  | <u>\$ 409,924</u> |

During 2015, SCS acquired partnership interests in three low income housing limited partnerships: Hinsdale Main Street Associates, LP (Hinsdale), Jaffrey Housing Associates (Jaffrey) and Peterborough/Finlay, LLC (Peterborough). The amount paid for each partnership interest was \$1 and at the time of acquisition SCS became the general partner in each partnership.

The following is a summary of the assets and liabilities of each partnership at the date of acquisition:

| Date of transfer    | <u>12/31/2014</u>   | <u>12/31/2014</u>   | <u>04/30/2015</u>    |                      |
|---------------------|---------------------|---------------------|----------------------|----------------------|
|                     | <u>Jaffrey</u>      | <u>Hinsdale</u>     | <u>Peterborough</u>  | <u>Total</u>         |
| Cash                | \$ 2,393            | \$ 3,284            | \$ 1,121             | \$ 6,798             |
| Cash-escrow         | -                   | 31,079              | 93,971               | 125,050              |
| Property – net      | 328,095             | 645,620             | 1,928,533            | 2,902,248            |
| Other assets        | <u>12,097</u>       | <u>10,746</u>       | <u>54,121</u>        | <u>76,964</u>        |
| Total assets        | <u>342,585</u>      | <u>690,729</u>      | <u>2,077,746</u>     | <u>3,111,060</u>     |
| Notes payable       | 345,342             | 590,654             | 2,757,234            | 3,693,230            |
| Other liabilities   | <u>178,907</u>      | <u>402,037</u>      | <u>821,274</u>       | <u>1,402,218</u>     |
| Total liabilities   | <u>524,249</u>      | <u>992,691</u>      | <u>3,578,508</u>     | <u>5,095,448</u>     |
| Partners' (deficit) | <u>\$ (181,664)</u> | <u>\$ (301,962)</u> | <u>\$(1,500,762)</u> | <u>\$(1,984,388)</u> |

**NOTE 14**    **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 15**    **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 December 9, 2016, the date the financial statements were available to be issued.

**SUPPLEMENTAL INFORMATION**  
**(SEE INDEPENDENT AUDITORS' REPORT)**

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**  
**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES**  
**FOR THE YEAR ENDED MAY 31, 2016**  
**WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|   | Home Energy Programs | Education and Nutrition | Homeless Programs   | Housing Services    | Economic Development Services | Other Programs    | Total Program        | Management and General | 2016 Total           | 2015 Total (restated) |
|---|----------------------|-------------------------|---------------------|---------------------|-------------------------------|-------------------|----------------------|------------------------|----------------------|-----------------------|
| <b>REVENUES</b>   |                      |                         |                     |                     |                               |                   |                      |                        |                      |                       |
| Government contracts  | \$ 3,620,956         | \$ 2,600,009            | \$ 1,780,082        | \$ 63,747           | \$ 451,713                    | \$ 16,534         | \$ 8,513,041         | \$ 547,069             | \$ 9,060,110         | \$ 9,154,522          |
| Program service fees  | 152,878              | 7,923                   | 57,647              | 1,044,955           | -                             | 765,243           | 2,028,646            | 2,126                  | 2,030,772            | 1,991,293             |
| Rental income   | -                    | -                       | 100,521             | 906,679             | -                             | -                 | 1,007,200            | -                      | 1,007,200            | 533,766               |
| Developer income  | -                    | -                       | -                   | 254,004             | -                             | -                 | -                    | -                      | 254,004              | 347,615               |
| Support   | 71,870               | 35,460                  | 127,248             | 112,000             | -                             | 171,048           | 67,627               | 175                    | 517,802              | 381,297               |
| Fundraising   | -                    | 50                      | -                   | -                   | -                             | 67,715            | 67,765               | -                      | 67,765               | 92,884                |
| Interest income   | 3                    | -                       | 10                  | 157                 | -                             | 12                | 182                  | 4,528                  | 4,710                | 4,549                 |
| Forgiveness of debt   | -                    | -                       | 61,208              | -                   | -                             | -                 | 61,208               | -                      | 61,208               | 122,439               |
| Miscellaneous   | 5,226                | 1,453                   | 81                  | 127,155             | -                             | 60                | 133,975              | 130,820                | 264,795              | 585,457               |
| In-kind contributions   | -                    | 215,887                 | -                   | -                   | -                             | -                 | 215,887              | -                      | 215,887              | 161,575               |
|   | <u>3,850,933</u>     | <u>2,860,782</u>        | <u>2,106,798</u>    | <u>2,508,897</u>    | <u>451,713</u>                | <u>1,020,613</u>  | <u>12,799,516</u>    | <u>684,718</u>         | <u>13,484,234</u>    | <u>13,375,397</u>     |
| Total revenues and other support  |                      |                         |                     |                     |                               |                   |                      |                        |                      |                       |
| <b>EXPENSES</b>   |                      |                         |                     |                     |                               |                   |                      |                        |                      |                       |
| Payroll   | \$ 367,452           | \$ 1,020,131            | \$ 560,784          | \$ 780,508          | \$ 205,470                    | \$ 382,202        | \$ 3,316,547         | \$ 754,218             | \$ 4,070,765         | \$ 3,884,753          |
| Payroll taxes   | 37,424               | 114,436                 | 55,898              | 75,987              | 19,773                        | 43,778            | 347,296              | 86,039                 | 413,335              | 419,912               |
| Employee benefits   | 125,137              | 298,025                 | 168,712             | 217,328             | 54,272                        | 119,434           | 970,908              | 149,859                | 1,120,567            | 1,241,803             |
| Retirement  | 24,223               | 70,374                  | 36,061              | 59,160              | 13,817                        | 17,028            | 220,663              | 83,302                 | 283,965              | 284,701               |
| Advertising   | 150                  | 26,290                  | 1,698               | 2,808               | 1,990                         | -                 | 33,036               | 398                    | 33,432               | 24,335                |
| Bank charges  | 240                  | -                       | 104                 | 5,370               | -                             | -                 | 5,714                | 8,123                  | 13,837               | 878                   |
| Bad debt expense  | -                    | -                       | -                   | 27,660              | -                             | -                 | 27,660               | -                      | 27,660               | 10,143                |
| Commercial subsidy  | 1,800                | -                       | 11,074              | -                   | -                             | 1,868             | 14,742               | -                      | 14,742               | 13,373                |
| Computer cost   | 58                   | 3,133                   | 3,189               | 35,717              | 1,310                         | 7,690             | 7,690                | 129,074                | 136,764              | 159,186               |
| Contractual   | 219,828              | 22,618                  | 144,801             | 321,803             | 2,386                         | 80,035            | 505,183              | 16,144                 | 521,327              | 785,393               |
| Depreciation  | -                    | 21,870                  | 91,203              | 321,803             | -                             | 11,557            | 446,433              | 150,864                | 597,297              | 505,694               |
| Dues/regISTRATION   | -                    | 6,815                   | 625                 | 235                 | -                             | 7,914             | 15,589               | 3,030                  | 18,619               | 26,125                |
| Duplicating   | 1,588                | 9,460                   | 207                 | 135                 | -                             | 726               | 12,116               | 5,407                  | 17,523               | 14,354                |
| Insurance   | 6,038                | 15,578                  | 22,855              | 98,104              | 1,198                         | 6,211             | 149,984              | 39,640                 | 189,624              | 141,667               |
| Interest  | -                    | 8,774                   | 10,663              | 103,971             | -                             | 2,190             | 125,598              | 128,128                | 253,726              | 186,420               |
| Meeting & conference  | 7,374                | 896                     | 11,846              | 8,762               | -                             | 28,274            | 55,152               | 36,430                 | 91,582               | 58,293                |
| Miscellaneous expense   | 9,396                | 8,715                   | 2,975               | 136,707             | 355                           | 5,702             | 163,850              | 31,465                 | 195,315              | 77,876                |
| Miscellaneous taxes   | -                    | -                       | -                   | 89,068              | -                             | -                 | 89,068               | 10,175                 | 99,243               | 49,820                |
| Equipment purchases   | 232                  | 1,832                   | 569                 | 4,744               | -                             | -                 | 7,377                | 5,770                  | 13,147               | 17,962                |
| Office expense  | 11,381               | 18,063                  | 12,256              | 7,957               | 3,866                         | 430               | 53,773               | 16,483                 | 70,256               | 62,621                |
| Postage   | 45                   | 377                     | 100                 | 588                 | 294                           | -                 | 1,404                | 23,999                 | 25,403               | 23,144                |
| Professional fees   | -                    | -                       | -                   | 48,030              | -                             | -                 | 48,030               | 92,569                 | 140,599              | 66,297                |
| Staff development and training  | 3,300                | 5,335                   | 17,882              | 6,227               | -                             | 12,592            | 45,336               | 20,609                 | 65,945               | 83,425                |
| Subscriptions   | -                    | -                       | -                   | 458                 | 234                           | 1,050             | 1,742                | 551                    | 2,293                | 979                   |
| Telephone   | 1,621                | 15,497                  | 23,826              | 9,860               | 4,347                         | 1,133             | 56,084               | 5,076                  | 61,160               | 85,550                |
| Fax   | -                    | -                       | -                   | -                   | -                             | -                 | -                    | -                      | -                    | 48                    |
| Travel  | 5,778                | 18,032                  | 20,648              | 7,572               | 5,171                         | 764               | 57,965               | 3,429                  | 61,394               | 52,987                |
| Vehicle   | 1,668                | 3,362                   | 2,713               | 28,122              | -                             | 5,607             | 41,472               | 36,064                 | 77,536               | 78,974                |
| Rent  | -                    | 26,550                  | -                   | -                   | -                             | -                 | 26,550               | -                      | 26,550               | 25,550                |
| Space costs   | -                    | 148,298                 | 258,489             | 391,556             | -                             | 510               | 788,853              | 91,117                 | 889,970              | 697,407               |
| Direct client assistance  | 2,799,710            | 191,127                 | 675,640             | 52,996              | 3,519                         | 18,731            | 3,741,723            | -                      | 3,741,723            | 4,187,069             |
| In-kind expenses  | -                    | 215,887                 | -                   | -                   | -                             | -                 | 215,887              | -                      | 215,887              | 161,575               |
|   | <u>3,624,241</u>     | <u>2,271,455</u>        | <u>2,122,818</u>    | <u>2,521,333</u>    | <u>317,822</u>                | <u>745,736</u>    | <u>11,803,405</u>    | <u>1,887,761</u>       | <u>13,491,166</u>    | <u>13,418,222</u>     |
| <b>TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION</b> |                      |                         |                     |                     |                               |                   |                      |                        |                      |                       |
| Allocation of management and general expenses                             | 588,629              | 369,544                 | 345,362             | 410,196             | 51,707                        | 121,323           | 1,887,761            | -                      | -                    | -                     |
|   | <u>\$ 4,213,870</u>  | <u>\$ 2,640,999</u>     | <u>\$ 2,468,180</u> | <u>\$ 2,931,529</u> | <u>\$ 369,529</u>             | <u>\$ 867,059</u> | <u>\$ 13,491,166</u> | <u>\$ -</u>            | <u>\$ 13,491,166</u> | <u>\$ 13,418,222</u>  |
| <b>TOTAL FUNCTIONAL EXPENSES</b>  |                      |                         |                     |                     |                               |                   |                      |                        |                      |                       |

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED MAY 31, 2018**

| <b>FEDERAL GRANTOR/<br/>PASS-THROUGH GRANTOR/PROGRAM TITLE</b>                   | <b>FEDERAL<br/>CFDA<br/>NUMBER</b> | <b>PASS-THROUGH<br/>GRANTOR'S NAME</b>          | <b>PASS-THROUGH<br/>GRANTOR'S NUMBER</b> | <b>FEDERAL<br/>EXPENDITURE</b> |
|--|------------------------------------|---|--|--------------------------------|
| <b><u>U.S. Department of Agriculture</u></b>                                     |                                    |   |  |                                |
| Rural Housing Preservation Grants  | 10.433                             | N/A   | N/A                                      | \$ 25,000                      |
| Child and Adult Care Food Program  | 10.558                             | State of NH, Dept of Education                  | Unknown                                  | 127,220                        |
| Special Supplemental Nutrition Program for<br>Women, Infants, and Children (WIC) | 10.557                             | State of NH Dept. of Health & Human Services    | 010-090-52600000-102-500734              | 362,975                        |
| Commodity Supplemental Food Program  | 10.585                             | State of NH Dept. of Health & Human Services    | 010-090-52600000-102-500734              | 142,070                        |
| Total U.S. Department of Agriculture   |                                    |   |  | <u>\$ 857,285</u>              |
| <b><u>U.S. Department of Housing and Urban Development</u></b>                   |                                    |   |  |                                |
| Emergency Solutions Grant Program  | 14.231                             | State of NH, DHHS, Bureau of Homeless & Housing | 05-95-95-958310-717600000-102-60731      | \$ 212,077                     |
| Supportive Housing Program   | 14.235                             | State of NH, DHHS, Bureau of Homeless & Housing | 05-95-95-958310-717600000-102-60731      | 403,289                        |
| Continuum of Care Program  | 14.287                             | State of NH, DHHS, Bureau of Homeless & Housing | 05-95-95-958310-717600000-102-60731      | 85,866                         |
| Shelter Plus Care  | 14.238                             | State of NH, DHHS, Bureau of Homeless & Housing | 05-95-95-958310-717600000-102-60731      | 272,324                        |
| Total U.S. Department of Housing and Urban Development                           |                                    |   |  | <u>\$ 973,336</u>              |
| <b><u>U.S. Department of Labor</u></b>   |                                    |   |  |                                |
| <b>WIA Cluster</b>   |                                    |   |  |                                |
| WIA Adult Program  | 17.258                             | Southern NH Services                            | Unknown                                  | \$ 47,297                      |
| WIA Dislocated Worker Formula Grants   | 17.278                             | Southern NH Services                            | Unknown                                  | 51,661                         |
| Total U.S. Department of Labor/WIA Cluster                                       |                                    |   |  | <u>\$ 98,958</u>               |
| <b><u>U.S. Department of Energy</u></b>  |                                    |   |  |                                |
| Weatherization Assistance for Low-Income Persons                                 | 81.042                             | State of NH, Office of Energy & Planning        | 01-02-024010-7706-074-500587             | \$ 157,776                     |
| Total U.S. Department of Energy  |                                    |   |  | <u>\$ 157,776</u>              |
| <b><u>U.S. Department of Veterans Affairs</u></b>                                |                                    |   |  |                                |
| VA Supportive Services for Veteran Families Program                              | 84.033                             | N/A   | N/A                                      | \$ 250,910                     |
| Total U.S. Department of Veterans Affairs  |                                    |   |  | <u>\$ 250,910</u>              |
| <b><u>U.S. Department of Health &amp; Human Services</u></b>                     |                                    |   |  |                                |
| <b>Special Programs for the Aging, Title III, Part B,</b>                        |                                    |   |  |                                |
| Grants for Supportive Services and Senior Centers                                | 93.044                             | State of NH, Office of Energy & Planning        | 1047055                                  | \$ 5,400                       |
| Drug-Free Communities Support Program Grants                                     | 93.276                             | N/A   | N/A                                      | 131,397                        |
| Temporary Assistance for Needy Families  | 93.568                             | Southern NH Services                            | Unknown                                  | 352,755                        |
| Low Income Home Energy Assistance  | 93.568                             | State of NH, Office of Energy & Planning        | 1045982                                  | 3,280,457                      |
| Community Services Block Grant   | 93.569                             | State of NH, DHHS, Div. of Family Assistance    | 500731                                   | 525,394                        |
| CSBG - Discretionary   | 93.670                             | State of NH, DHHS, Div. of Family Assistance    | 500731                                   | 21,875                         |
| Head Start   | 93.600                             | N/A   | N/A                                      | 1,961,961                      |
| Total U.S. Department of Health & Human Services                                 |                                    |   |  | <u>\$ 6,279,039</u>            |
| <b><u>U.S. Department of Homeland Security</u></b>                               |                                    |   |  |                                |
| Emergency Food and Shelter National Board Program                                | 97.024                             | State of NH, DHHS, Office of Human Services     | Unknown                                  | \$ 3,622                       |
| Total U.S. Department of Homeland Security                                       |                                    |   |  | <u>\$ 3,622</u>                |
| <b>TOTAL</b>   |                                    |   |  | <u><b>\$ 8,420,908</b></u>     |

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, 2016**

**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, 2016. 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. Pass-through entity identifying numbers are presented where available.

**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.



PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY

DOVER • CONCORD

STRATHAM

## **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, 2016, 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 November 11, 2016.

#### **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*.

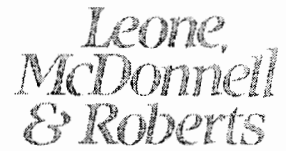
**Purpose of this Report**

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.

*Leane McDonnell & Roberts*  
*Professional Association*

December 9, 2016  
Wolfeboro, New Hampshire





PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY

DOVER • CONCORD

STRATHAM

## **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, 2016. 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 requirements of laws, regulations, contracts, and grants applicable to its federal programs.

#### **Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of 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, 2016.

### **Other Matters**

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2016-001. Our opinion on each major federal program is not modified with respect to these matters.

Southwestern Community Services, Inc.'s response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

### **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. And therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2016-001, that we consider to be a material weakness.

Southwestern Community Services, Inc.'s response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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.

*Seane McDonnell & Roberts*  
*Professional Association*

December 9, 2016  
Wolfeboro, New Hampshire

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED MAY 31, 2016**

**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*.
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. One material weakness in internal control over major federal award programs disclosed during the audit is reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*.
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. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this schedule.
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Head Start, 93.600, and Community Services Block Grant, 93.569.
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**

**Department of Health and Human Services**

**2016-001 Head Start - CFDA No. 93.600 (material weakness)**

**Condition:** In testing drawdowns for the Head Start program, it was noted that eight drawdowns lacked supporting documentation of the Head Start expenditures for which the drawdown was requested.

**Criteria:** All drawdowns must be for current expenditures incurred for the Head Start program and must be accompanied by supporting documentation.

**Effect:** Failure to maintain supporting documentation for each drawdown could result in advanced drawdowns of Head Start funds for purposes other than those allowed by Head Start.

**Cause:** Lack of internal control surrounding the documentation and approval of Head Start drawdowns.

**Context:** All twenty four drawdowns during the year were selected for testing. The test found that eight of the drawdowns lacked supporting documentation.

**Auditors' Recommendation:** The Organization needs to strengthen controls over its cash management processes to ensure compliance with federal requirements. We recommend that procedures be implemented so that each Head Start drawdown requires approval of either a member of the finance committee or the Head Start Program Director. Each drawdown must be accompanied by supporting documentation of the expenditures for which the drawdown is being made.

**Views of Responsible Officials and Planned Corrective Action:**

Effective December 2015, the Organization, in an effort to strengthen controls over its cash management process, ensuring compliance with federal requirements; has put into place a policy with regards to Cash Advances of Federal Grants.

Cash advances shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs [CFR Part 74.22(b)(2)].

Cash advances under this section shall require submission of satisfactory documentation of the expenses for which the cash is being drawn down, for the approval of both CEO (or designee) and a member of the Executive Committee of the Agency Board of Directors. Documentation and approvals are maintained by the CEO (or designee) in accordance with the agencies file retention policy.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED MAY 31, 2015**

**Department of Health and Human Services**

**2015-001 Head Start - CFDA No. 93.600 (material weakness)**

**Condition:** In testing drawdowns for the Head Start program, it was noted that all but three drawdowns lacked supporting documentation of the Head Start expenditures for which the drawdown was requested.

**Auditors' Recommendation:** It was recommended that the Organization needed to strengthen controls over its cash management processes to ensure compliance with federal requirements. It was recommended that procedures be implemented so that each Head Start drawdown requires approval of either a member of the finance committee or the Head Start Program Director. Each drawdown must be accompanied by supporting documentation of the expenditures for which the drawdown is being made.

**Current Status:** The recommendation was adopted in December 2015. There were similar audit findings in the 2016 audit until the recommendation was adopted in December 2015.

**Southwestern Community Services, Inc. Board of Directors - Composition - 2017 -**

**CHESHIRE COUNTY**

**SULLIVAN COUNTY**

**CONSTITUENT  
SECTOR**

**Beth Fox**  
Asst. City Manager/HR Director  
City of Keene

**Mary Lou Huffling**  
Fall Mountain Emergency Food Shelf  
Alstead Friendly Meals

**Jessi Parent**  
Chair, Head Start Policy Council  
Parent Representative

**Penny Despres**  
New Hope New Horizons  
Program Representative

---

**PRIVATE  
SECTOR**

**Elaine Amer, Clerk/Treasurer**  
Amer Electric Company (*retired*)

**Anne Beattie**  
Newport Service Organization

**Kevin Watterson, Chair**  
Clarke Companies

**Scott Croteau, Vice Chairperson**  
VP Savings Bank of Walpole (*retired*)

---

**PUBLIC  
SECTOR**

**Leroy Austin**  
Building Inspector  
Town of Winchester

**David Edkins**  
Administrator, Planning & Zoning  
Town of Charlestown

**Molly Kelly**  
State Senator, District 10 (*retired*)

**Raymond Gagnon**  
State Representative, District 5

**Jessie Levine**  
Sullivan County Manager

**John A. Manning**  
63 Community Way, PO Box 603  
Keene, NH 03431  
603-352-7512  
[jmanning@scshelps.org](mailto: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.

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](mailto: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



# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

**Contractor Name:** Southwestern Community Services, Inc.

**Name of Program:** WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Program

| <b>BUDGET PERIOD:</b>   |                           | <b>SFY 16</b> |  |                                       |
|---|---------------------------|---------------|--|---------------------------------------|
| <b>NAME</b>   | <b>JOB TITLE</b>          | <b>SALARY</b> | <b>PERCENT PAID FROM THIS CONTRACT</b> | <b>AMOUNT PAID FROM THIS CONTRACT</b> |
| John Manning  | Chief Executive Officer   | \$119,641     | 0.00%                                  | \$0.00                                |
| Sarah Burke   | WIC/CSFP Program Director | \$37,440      | 100.00%                                | \$37,440.00                           |
|   |                           | \$0           | 0.00%                                  | \$0.00                                |
|   |                           | \$0           | 0.00%                                  | \$0.00                                |
|   |                           | \$0           | 0.00%                                  | \$0.00                                |
|   |                           | \$0           | 0.00%                                  | \$0.00                                |
| <b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b> |                           |               |  | <b>\$37,440.00</b>                    |

| <b>BUDGET PERIOD:</b>   |                           | <b>SFY 17</b> |  |                                       |
|---|---------------------------|---------------|--|---------------------------------------|
| <b>NAME</b>   | <b>JOB TITLE</b>          | <b>SALARY</b> | <b>PERCENT PAID FROM THIS CONTRACT</b> | <b>AMOUNT PAID FROM THIS CONTRACT</b> |
| John Manning  | Chief Executive Officer   | \$119,641     | 0.00%                                  | \$0.00                                |
| Sarah Burke   | WIC/CSFP Program Director | \$37,440      | 100.00%                                | \$37,440.00                           |
|   |                           | \$0           | 0.00%                                  | \$0.00                                |
|   |                           | \$0           | 0.00%                                  | \$0.00                                |
|   |                           | \$0           | 0.00%                                  | \$0.00                                |
|   |                           | \$0           | 0.00%                                  | \$0.00                                |
| <b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b> |                           |               |  | <b>\$37,440.00</b>                    |



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



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

August 18, 2015

Handwritten: 10/7/15 #14

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 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 by increasing the price limitation by \$66,451 from \$13,205,552 to \$13,272,003 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, effective date of Governor and Executive Council approval with no change to the completion date of June 30, 2017. Governor and Executive Council approved the original request on May 13, 2013 (item #47, 48, 49), amended on June 18, 2014 (item #89), and amended on April 8, 2015 (item #25). 100% Federal Funds.

Table with 5 columns: Vendor, Location, Current Modified Budget, Total Increase, Revised Modified Budget. Rows include Community Action Program of Belknap and Merrimack Counties, Inc., Goodwin Community Health, Southern New Hampshire Services, Inc., and Southwestern Community Services, Inc., with a Total row.

Funds to support this request are available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017, pending legislative approval of the next biennial budget, 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.

EXPLANATION

The purpose of these amendments is to increase the price limitation, which will enable the agencies identified above to develop the necessary infrastructure needed for the continuation of statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

**EXPLANATION**

The purpose of this amendment is to increase the price limitation to provide statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

The Women, Infants and Children Program and the Commodity Supplemental Food Program have shown to be cost effective in improving the health and nutritional status of low income women, infants, children and seniors. National studies have shown that individuals who participate in the supplemental food programs have lower Medicaid costs for themselves and their children. Participation has also been linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and more regular medical care.

Federal regulations require that the Women, Infants and Children Program be provided statewide in order to reduce the barriers to receiving services.

Should the Governor and Executive Council not approve this request, women, infants, children and seniors 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 the Federal Funds become no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Marcella Jordan Bobinsky  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET  
WIC Local Agency Amendments**

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, WIC SUPPLEMENTAL NUTRITION PRG  
100% Federal Funds**

Community Action Program of Belknap and Merrimack Counties, Inc

Vendor #

177203 B003

PO # 1060585

| Fiscal Year | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003   | 380,450.00              | -                            | 380,450.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007   | 199,694.00              | -                            | 199,694.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022   | 40,087.00               | -                            | 40,087.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,761.00               | -                            | 56,761.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>992,453.00</b>       | -                            | <b>992,453.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003   | 382,296.00              | -                            | 382,296.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007   | 189,817.00              | -                            | 189,817.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022   | 36,730.00               | -                            | 36,730.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,561.00               | -                            | 56,561.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>980,865.00</b>       | -                            | <b>980,865.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001   | 43,530.00               | -                            | 43,530.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,787.00               | -                            | 35,787.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003   | 393,936.00              | -                            | 393,936.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004   | 224,349.00              | -                            | 224,349.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007   | 187,773.00              | -                            | 187,773.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022   | 36,730.00               | -                            | 36,730.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,800.00               | 2,000.00                     | 58,800.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>978,905.00</b>       | <b>2,000.00</b>              | <b>980,905.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001   | 43,530.00               | -                            | 43,530.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002   | 35,787.00               | -                            | 35,787.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003   | 393,936.00              | -                            | 393,936.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004   | 224,349.00              | -                            | 224,349.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007   | 184,773.00              | -                            | 184,773.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022   | 36,730.00               | -                            | 36,730.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041   | 56,800.00               | 2,000.00                     | 58,800.00               |
|             |                 | <b>Sub-Total</b>       |            | <b>975,905.00</b>       | <b>2,000.00</b>              | <b>977,905.00</b>       |
|             |                 | <b>WIC Total:</b>      |            | <b>3,928,128.00</b>     | <b>4,000.00</b>              | <b>3,932,128.00</b>     |

**FINANCIAL DETAIL ATTACHMENT SHEET  
WIC Local Agency Amendments**

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

| Fiscal Year | Class / Account | Class Title            | Job Number        | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001          | 57,235.00               | -                            | 57,235.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002          | 15,115.00               | -                            | 15,115.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003          | 252,288.00              | -                            | 252,288.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004          | 76,549.00               | -                            | 76,549.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022          | 24,119.00               | -                            | 24,119.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041          | 30,718.00               | -                            | 30,718.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>461,983.00</b>       | -                            | <b>461,983.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001          | 57,235.00               | -                            | 57,235.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002          | 15,115.00               | -                            | 15,115.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003          | 252,732.00              | -                            | 252,732.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004          | 76,549.00               | -                            | 76,549.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041          | 32,418.00               | -                            | 32,418.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>463,553.00</b>       | -                            | <b>463,553.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,731.00               | -                            | 50,731.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002          | 14,543.00               | -                            | 14,543.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003          | 282,023.00              | -                            | 282,023.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004          | 75,463.00               | -                            | 75,463.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041          | 35,880.00               | 2,000.00                     | 37,880.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>488,144.00</b>       | <b>2,000.00</b>              | <b>490,144.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001          | 50,731.00               | -                            | 50,731.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002          | 14,543.00               | -                            | 14,543.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003          | 282,023.00              | -                            | 282,023.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004          | 75,463.00               | -                            | 75,463.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007          | 5,959.00                | -                            | 5,959.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022          | 23,545.00               | -                            | 23,545.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041          | 35,880.00               | 2,000.00                     | 37,880.00               |
|             |                 |                        | <b>Sub-Total</b>  | <b>488,144.00</b>       | <b>2,000.00</b>              | <b>490,144.00</b>       |
|             |                 |                        | <b>WIC Total:</b> | <b>1,901,824.00</b>     | <b>4,000.00</b>              | <b>1,905,824.00</b>     |

**FINANCIAL DETAIL ATTACHMENT SHEET**  
**WIC Local Agency Amendments**

Southern New Hampshire Services, Inc

Vendor #

177198 B006

PO #

1031531

| Fiscal Year | Class / Account | Class Title            | Job Number        | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001          | 200,172.00              | -                            | 200,172.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002          | 68,694.00               | -                            | 68,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003          | 641,900.00              | -                            | 641,900.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004          | 255,848.00              | -                            | 255,848.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007          | 203,282.00              | -                            | 203,282.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022          | 61,694.00               | -                            | 61,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041          | 100,968.00              | -                            | 100,968.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,532,558.00</b>     | -                            | <b>1,532,558.00</b>     |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001          | 200,172.00              | -                            | 200,172.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002          | 68,694.00               | -                            | 68,694.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003          | 645,111.00              | -                            | 645,111.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004          | 255,848.00              | -                            | 255,848.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007          | 175,336.00              |                              | 175,336.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               |                              | 58,929.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041          | 104,168.00              |                              | 104,168.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,508,258.00</b>     | -                            | <b>1,508,258.00</b>     |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001          | 209,727.00              |                              | 209,727.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002          | 67,733.00               |                              | 67,733.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003          | 630,698.00              |                              | 630,698.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004          | 257,642.00              |                              | 257,642.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007          | 165,589.00              |                              | 165,589.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               |                              | 58,929.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041          | 101,534.00              | 2,000.00                     | 103,534.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,491,852.00</b>     | <b>2,000.00</b>              | <b>1,493,852.00</b>     |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001          | 209,727.00              |                              | 209,727.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002          | 67,733.00               |                              | 67,733.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003          | 630,698.00              |                              | 630,698.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004          | 257,642.00              |                              | 257,642.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007          | 151,199.00              |                              | 151,199.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022          | 58,929.00               |                              | 58,929.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041          | 101,534.00              | 2,000.00                     | 103,534.00              |
|             |                 |                        | <b>Sub-Total</b>  | <b>1,477,462.00</b>     | <b>2,000.00</b>              | <b>1,479,462.00</b>     |
|             |                 |                        | <b>WIC Total:</b> | <b>6,010,130.00</b>     | <b>4,000.00</b>              | <b>6,014,130.00</b>     |

**FINANCIAL DETAIL ATTACHMENT SHEET  
WIC Local Agency Amendments**

Southwestern Community Services, Vendor #                      Vendor #                      177511 R001                      PO #                      1031532

| Fiscal Year | Class / Account | Class Title            | Job Number                         | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|------------------------------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001                           | 41,212.00               | -                            | 41,212.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002                           | 9,827.00                | -                            | 9,827.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003                           | 169,615.00              | -                            | 169,615.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004                           | 64,772.00               | -                            | 64,772.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,912.00               | -                            | 15,912.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041                           | 22,763.00               | -                            | 22,763.00               |
|             |                 | <b>Sub-Total</b>       |                                    | <b>329,062.00</b>       | -                            | <b>329,062.00</b>       |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001                           | 41,212.00               | -                            | 41,212.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002                           | 9,827.00                | -                            | 9,827.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003                           | 171,317.00              | -                            | 171,317.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004                           | 64,772.00               | -                            | 64,772.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041                           | 36,563.00               | -                            | 36,563.00               |
|             |                 | <b>Sub-Total</b>       |                                    | <b>343,990.00</b>       | -                            | <b>343,990.00</b>       |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001                           | 42,283.00               | -                            | 42,283.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002                           | 8,034.00                | -                            | 8,034.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003                           | 188,057.00              | -                            | 188,057.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004                           | 59,184.00               | -                            | 59,184.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041                           | 30,352.00               | 2,000.00                     | 32,352.00               |
|             |                 | <b>Sub-Total</b>       |                                    | <b>348,209.00</b>       | <b>2,000.00</b>              | <b>350,209.00</b>       |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001                           | 42,283.00               | -                            | 42,283.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002                           | 8,034.00                | -                            | 8,034.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003                           | 188,057.00              | -                            | 188,057.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004                           | 59,184.00               | -                            | 59,184.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007                           | 4,961.00                | -                            | 4,961.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022                           | 15,338.00               | -                            | 15,338.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041                           | 26,352.00               | 2,000.00                     | 28,352.00               |
|             |                 | <b>Sub-Total</b>       |                                    | <b>344,209.00</b>       | <b>2,000.00</b>              | <b>346,209.00</b>       |
|             |                 |                        | <b>WIC Total:</b>                  | <b>1,365,470.00</b>     | <b>4,000.00</b>              | <b>1,369,470.00</b>     |
|             |                 |                        | <b>Total WIC for All Agencies:</b> | <b>13,205,552.00</b>    | <b>16,000.00</b>             | <b>13,221,552.00</b>    |

**FINANCIAL DETAIL ATTACHMENT SHEET  
WIC Local Agency Amendments**

**05-95-90-902010-6048 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC INFRASTRUCTURE  
100% Federal Funds**

Community Action Program of Belknap and Merrimack Counties, Inc

Vendor #

177203 B003

PO # 1060585

| Fiscal Year                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|------------------------------|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 10,828.00                    | 10,828.00               |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>10,828.00</b>             | <b>10,828.00</b>        |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 3,857.00                     | 3,857.00                |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>3,857.00</b>              | <b>3,857.00</b>         |
| <b>Infrastructure Total:</b> |                 |                        |                  | -                       | <b>14,685.00</b>             | <b>14,685.00</b>        |

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

| Fiscal Year                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|------------------------------|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 827.00                       | 827.00                  |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>827.00</b>                | <b>827.00</b>           |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | -                            | -                       |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>-</b>                     | <b>-</b>                |
| <b>Infrastructure Total:</b> |                 |                        |                  | -                       | <b>827.00</b>                | <b>827.00</b>           |

Southern New Hampshire Services, Inc

Vendor #

177198 B006

PO #

1031531

| Fiscal Year                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|------------------------------|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 14,552.00                    | 14,552.00               |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>14,552.00</b>             | <b>14,552.00</b>        |
| SFY 2017                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 3,857.00                     | 3,857.00                |
|                              |                 |                        | <b>Sub-Total</b> | -                       | <b>3,857.00</b>              | <b>3,857.00</b>         |
| <b>Infrastructure Total:</b> |                 |                        |                  | -                       | <b>18,409.00</b>             | <b>18,409.00</b>        |

Southwestern Community Services, Vendor #

Vendor #

0

PO #

0

| Fiscal Year                                  | Class / Account | Class Title            | Job Number       | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|--|-----------------|------------------------|------------------|-------------------------|------------------------------|-------------------------|
| SFY 2016                                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | -                            | -                       |
|  |                 |                        | <b>Sub-Total</b> | -                       | <b>-</b>                     | <b>-</b>                |
| SFY 2017                                     | 102-500734      | Contracts for Prog Svc | 90006060         | -                       | 16,530.00                    | 16,530.00               |
|  |                 |                        | <b>Sub-Total</b> | -                       | <b>16,530.00</b>             | <b>16,530.00</b>        |
| <b>Infrastructure Total:</b>                 |                 |                        |                  | -                       | <b>16,530.00</b>             | <b>16,530.00</b>        |
| <b>Total Infrastructure for ALL Agencies</b> |                 |                        |                  | -                       | <b>50,451.00</b>             | <b>50,451.00</b>        |

**FISCAL DETAILS SUMMARY CHANGES FOR ALL FUNDING SOURCES**

| Fiscal Year | Class / Account | Class Title            | Appropriation Code   | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|----------------------|-------------------------|------------------------------|-------------------------|
| 2014        | 102-500734      | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,316,056.00            | 0                            | 3,316,056.00            |
| 2015        | 102-500734      | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,296,666.00            | 0                            | 3,296,666.00            |



**FINANCIAL DETAIL ATTACHMENT SHEET  
WIC Local Agency Amendments**

|                       |            |                        |                      |                      |                  |                      |
|-----------------------|------------|------------------------|----------------------|----------------------|------------------|----------------------|
| 2016                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,307,110.00         | 8,000            | 3,315,110.00         |
| 2017                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-5260 | 3,285,720.00         | 8,000            | 3,293,720.00         |
| 2016                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | -                    | 26,207           | 26,207.00            |
| 2017                  | 102-500734 | Contracts for Prog Svc | 05-95-90-902010-6048 | -                    | 24,244           | 24,244.00            |
| <b>Contract Total</b> |            |                        |                      | <b>13,205,552.00</b> | <b>66,451.00</b> | <b>13,272,003.00</b> |

**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 3rd Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #3") dated this, July 27, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 63 Community Way, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #95), amended June 18, 2014 (item #89) and amended April 8, 2015 (item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$1,386,000
2. Standard Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Paragraph 1, to read:  
This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Health and Human Services, U.S. Department of Agriculture, Food and Nutrition Service, Supplemental Nutrition Program for Women, Infants, and Children and #10.565 U.S. Department of Health and Human Services, U.S. Department of Agriculture, Community Supplemental Food Program 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.
3. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:  
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015 (Exhibit B-1, Amendment #2) and SFY 2016 and SFY 2017 budgets (Exhibits B-1, Amendment #3)
4. Delete Exhibit B-1, Amendment #2, SFY 2016 and SFY 2017 and replace with Exhibit B-1, Amendment #3, SFY 2016 and SFY 2017



**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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,

8/24/15  
Date

State of New Hampshire  
Department of Health and Human Services  
[Signature]  
NAME Brock R. Dupre  
TITLE WIC Program Chief

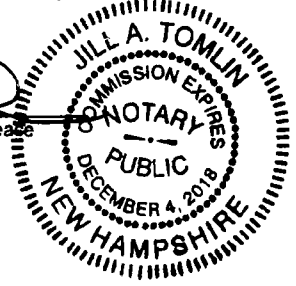
8/11/15  
Date

[Signature]  
NAME John A. Manning  
TITLE Chief Executive Officer

Acknowledgement:  
State of New Hampshire County of Cheshire on 8/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace  
Jill Tomlin, Notary



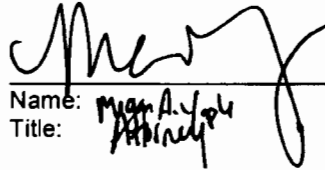


**New Hampshire Department of Health and Human Services  
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 9/13/15

  
Name: Ryan A. Lynch  
Title: 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: \_\_\_\_\_

## Appendix C

Exhibit B-1, Amendment #3 SFY 2016

### New Hampshire Department of Health and Human Services

Bidder Name: Southwestern Community Services, Inc.

WIC, Commodity Supplemental Food and Breastfeeding Peer  
Budget Request for: Counseling Program  
(Name of RFP)

Budget Period: SFY 2016

| Line Item                          | Direct<br>Incremental | Indirect<br>Fixed   | Total                | Allocation Method for<br>Indirect/Fixed Cost |
|------------------------------------|-----------------------|---------------------|----------------------|--|
| 1. Total Salary/Wages              | \$ 180,323.00         | \$ -                | \$ 180,323.00        |  |
| 2. Employee Benefits               | \$ 76,464.00          | \$ -                | \$ 76,464.00         |  |
| 3. Consultants                     | \$ -                  | \$ -                | \$ -                 |  |
| 4. Equipment:                      | \$ -                  | \$ -                | \$ -                 |  |
| Rental                             | \$ 16,320.00          | \$ -                | \$ 16,320.00         |  |
| Repair and Maintenance             | \$ -                  | \$ -                | \$ -                 |  |
| Purchase/Depreciation              | \$ -                  | \$ -                | \$ -                 |  |
| 5. Supplies:                       | \$ -                  | \$ -                | \$ -                 |  |
| Educational                        | \$ -                  | \$ -                | \$ -                 |  |
| Lab                                | \$ -                  | \$ -                | \$ -                 |  |
| Pharmacy                           | \$ -                  | \$ -                | \$ -                 |  |
| Medical                            | \$ 1,600.00           | \$ -                | \$ 1,600.00          |  |
| Office                             | \$ 1,600.00           | \$ -                | \$ 1,600.00          |  |
| 6. Travel                          | \$ 8,800.00           | \$ -                | \$ 8,800.00          |  |
| NWA                                | \$ 2,000.00           | \$ -                | \$ -                 |  |
| 7. Occupancy                       | \$ 22,584.00          | \$ -                | \$ 22,584.00         |  |
| 8. Current Expenses                | \$ -                  | \$ -                | \$ -                 |  |
| Telephone                          | \$ 3,912.00           | \$ -                | \$ 3,912.00          |  |
| Postage                            | \$ 1,800.00           | \$ -                | \$ 1,800.00          |  |
| Subscriptions                      | \$ -                  | \$ -                | \$ -                 |  |
| Audit and Legal                    | \$ -                  | \$ -                | \$ -                 |  |
| Insurance                          | \$ 1,900.00           | \$ -                | \$ 1,900.00          |  |
| Board Expenses                     | \$ -                  | \$ -                | \$ -                 |  |
| 9. Software                        | \$ -                  | \$ -                | \$ -                 |  |
| 10. Marketing/Communications       | \$ 1,500.00           | \$ -                | \$ 1,500.00          |  |
| 11. Staff Education and Training   | \$ 1,000.00           | \$ -                | \$ 1,000.00          |  |
| 12. Subcontracts/Agreements        | \$ -                  | \$ -                | \$ -                 |  |
| 13. Other (specific details mandat | \$ -                  | \$ -                | \$ -                 |  |
| Mobile Internet Services           | \$ 1,620.00           | \$ -                | \$ 1,620.00          |  |
| Training/Meeting                   | \$ 4,000.00           | \$ -                | \$ 4,000.00          |  |
| Indirect Expense                   | \$ -                  | \$ 24,786.00        | \$ -                 |  |
|                                    | \$ -                  | \$ -                | \$ -                 |  |
| <b>TOTAL</b>                       | <b>\$ 325,423.00</b>  | <b>\$ 24,786.00</b> | <b>\$ 350,209.00</b> |  |

Indirect As A Percent of Direct

7.6%

Contractor Initials: JM

Date: 8/11/15

**Exhibit B-1, Amendment #3 SFY 2017**

**New Hampshire Department of Health and Human Services**

**Bidder Name:** Southwestern Community Services

**Budget Request for:** WIC, Commodity Supplemental Food and Breastfeeding Peer  
(Name of RFP)

**Budget Period:** SFY 2017

| Line Item                               | Direct Incremental   | Indirect Fixed      | Total                | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages                   | \$ 180,323.00        | \$ -                | \$ 180,323.00        |   |
| 2. Employee Benefits                    | \$ 76,464.00         | \$ -                | \$ 76,464.00         |   |
| 3. Consultants                          | \$ -                 | \$ -                | \$ -                 |   |
| 4. Equipment:                           | \$ -                 | \$ -                | \$ -                 |   |
| Rental                                  | \$ 16,320.00         | \$ -                | \$ 16,320.00         |   |
| Repair and Maintenance                  | \$ -                 | \$ -                | \$ -                 |   |
| Purchase/Depreciation                   | \$ -                 | \$ -                | \$ -                 |   |
| 5. Supplies:                            | \$ -                 | \$ -                | \$ -                 |   |
| Educational                             | \$ -                 | \$ -                | \$ -                 |   |
| Lab                                     | \$ -                 | \$ -                | \$ -                 |   |
| Pharmacy                                | \$ -                 | \$ -                | \$ -                 |   |
| Medical                                 | \$ 1,600.00          | \$ -                | \$ 1,600.00          |   |
| Office                                  | \$ 1,600.00          | \$ -                | \$ 1,600.00          |   |
| 6. Travel                               | \$ 8,800.00          | \$ -                | \$ 8,800.00          |   |
| NWA                                     | \$ 2,000.00          | \$ -                | \$ 2,000.00          |   |
| 7. Occupancy                            | \$ 22,584.00         | \$ -                | \$ 22,584.00         |   |
| 8. Current Expenses                     | \$ -                 | \$ -                | \$ -                 |   |
| Telephone                               | \$ 3,912.00          | \$ -                | \$ 3,912.00          |   |
| Postage                                 | \$ 1,800.00          | \$ -                | \$ 1,800.00          |   |
| Subscriptions                           | \$ -                 | \$ -                | \$ -                 |   |
| Audit and Legal                         | \$ -                 | \$ -                | \$ -                 |   |
| Insurance                               | \$ 1,900.00          | \$ -                | \$ 1,900.00          |   |
| Board Expenses                          | \$ -                 | \$ -                | \$ -                 |   |
| 9. Software                             | \$ -                 | \$ -                | \$ -                 |   |
| 10. Marketing/Communications            | \$ 1,500.00          | \$ -                | \$ 1,500.00          |   |
| 11. Staff Education and Training        | \$ 1,000.00          | \$ -                | \$ 1,000.00          |   |
| 12. Subcontracts/Agreements             | \$ -                 | \$ -                | \$ -                 |   |
| 13. Other (specify details in addendum) | \$ -                 | \$ -                | \$ -                 |   |
| Mobile Internet Services                | \$ 1,620.00          | \$ -                | \$ 1,620.00          |   |
| Infrastructure Funds (Tablets)          | \$ 16,530.00         | \$ -                | \$ 16,530.00         |   |
| Training/Meeting                        | \$ -                 | \$ -                | \$ -                 |   |
| Indirect Expense                        | \$ -                 | \$ 24,786.00        | \$ 24,786.00         |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
| <b>TOTAL</b>                            | <b>\$ 337,953.00</b> | <b>\$ 24,786.00</b> | <b>\$ 362,739.00</b> |   |

Indirect As A Percent of Direct

7.3%

Contractor Initials: GM  
Date: 6/11/15

B  
162

TV 25



MAR 17 '15 AM 10:18 DAS

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4546 1-800-852-3345 Ext. 4546  
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

February 17, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

4/8/15 #25

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise renewal options and amend four contracts with vendors by increasing the Price Limitation by \$6,555,737 from \$6,649,815 to \$13,205,552 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval, and extend the Completion Date from June 30, 2015 to June 30, 2017, effective the date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 47, 48, 49, and June 5, 2013, Item number 95, and amended June 18, 2014, Item #89. 100% Federal Funds.

Summary of contracted amounts by vendor:

| Vendor  | Vendor Location | Current Modified Budget | Total Increase     | Revised Modified Budget |
|---|-----------------|-------------------------|--------------------|-------------------------|
| Community Action Program of Belknap and Merrimack Counties, Inc | Concord, NH     | 1,984,552               | 1,943,576          | 3,928,128               |
| Goodwin Community Health  | Somersworth, NH | 924,110                 | 977,714            | 1,901,824               |
| Southern New Hampshire Services, Inc                            | Manchester, NH  | 3,069,527               | 2,940,603          | 6,010,130               |
| Southwestern Community Services, Inc                            | Keene, NH       | 671,626                 | 693,844            | 1,365,470               |
| <b>TOTAL</b>  |                 | <b>\$6,649,815</b>      | <b>\$6,555,737</b> | <b>\$13,205,552</b>     |

Funds to support this request are anticipated to be available in SFY 2016 and SFY 2017 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

**See attachment for financial details**

**EXPLANATION**

This requested action seeks approval of four agreements that represent \$6,555,737 to be spent statewide to continue to provide direct nutrition services monthly to low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program has shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low-income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and clients statewide would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

As referenced in the original Governor and Council letters and in the Exhibit Cs, these competitively procured Agreements have the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

Contracts were awarded to these four vendors through a competitive bid process. The bid scoring summary is attached.

The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout each fiscal year;
- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14<sup>th</sup> week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;



- Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months;
- Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program; and
- Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

Area to be served is statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

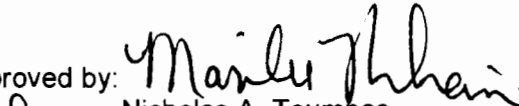
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:

  
for  
Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET  
WIC Local Agency Amendments**

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, WIC SUPPLEMENTAL NUTRITION PRG**

**100% Federal Funds**

| Community Action Program of Belknap and Merrimack Counties, Inc |                 |                        |            | Vendor #                | 177203 B003                  | PO # 1060585            |
|---|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| Fiscal Year   | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006003   | 380,450.00              | -                            | 380,450.00              |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006007   | 199,694.00              | -                            | 199,694.00              |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006022   | 40,087.00               | -                            | 40,087.00               |
| SFY 2014  | 102-500734      | Contracts for Prog Svc | 90006041   | 56,761.00               | -                            | 56,761.00               |
|   |                 |                        | Sub-Total  | 992,453.00              | -                            | 992,453.00              |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006001   | 50,580.00               | -                            | 50,580.00               |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006002   | 35,407.00               | -                            | 35,407.00               |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006003   | 382,296.00              | -                            | 382,296.00              |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006004   | 229,474.00              | -                            | 229,474.00              |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006007   | 199,694.00              | (9,877.00)                   | 189,817.00              |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006022   | 40,087.00               | (3,357.00)                   | 36,730.00               |
| SFY 2015  | 102-500734      | Contracts for Prog Svc | 90006041   | 54,561.00               | 2,000.00                     | 56,561.00               |
|   |                 |                        | Sub-Total  | 992,099.00              | (11,234.00)                  | 980,865.00              |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006001   | -                       | 43,530.00                    | 43,530.00               |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006002   | -                       | 35,787.00                    | 35,787.00               |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006003   | -                       | 393,936.00                   | 393,936.00              |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006004   | -                       | 224,349.00                   | 224,349.00              |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006007   | -                       | 187,773.00                   | 187,773.00              |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006022   | -                       | 36,730.00                    | 36,730.00               |
| SFY 2016  | 102-500734      | Contracts for Prog Svc | 90006041   | -                       | 56,800.00                    | 56,800.00               |
|   |                 |                        | Sub-Total  | -                       | 978,905.00                   | 978,905.00              |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006001   | -                       | 43,530.00                    | 43,530.00               |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006002   | -                       | 35,787.00                    | 35,787.00               |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006003   | -                       | 393,936.00                   | 393,936.00              |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006004   | -                       | 224,349.00                   | 224,349.00              |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006007   | -                       | 184,773.00                   | 184,773.00              |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006022   | -                       | 36,730.00                    | 36,730.00               |
| SFY 2017  | 102-500734      | Contracts for Prog Svc | 90006041   | -                       | 56,800.00                    | 56,800.00               |
|   |                 |                        | Sub-Total  | -                       | 975,905.00                   | 975,905.00              |
|   |                 |                        | Sub-Total  | 1,984,552.00            | 1,943,576.00                 | 3,928,128.00            |

**FINANCIAL DETAIL ATTACHMENT SHEET  
WIC Local Agency Amendments**

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

| Fiscal Year | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001   | 57,235.00               | -                            | 57,235.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002   | 15,115.00               | -                            | 15,115.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003   | 252,288.00              | -                            | 252,288.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004   | 76,549.00               | -                            | 76,549.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007   | 5,959.00                | -                            | 5,959.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022   | 24,119.00               | -                            | 24,119.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041   | 30,718.00               | -                            | 30,718.00               |
|             |                 |                        | Sub-Total  | 461,983.00              | -                            | 461,983.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001   | 57,235.00               | -                            | 57,235.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002   | 15,115.00               | -                            | 15,115.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003   | 252,732.00              | -                            | 252,732.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004   | 76,549.00               | -                            | 76,549.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007   | 5,959.00                | -                            | 5,959.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022   | 24,119.00               | (574.00)                     | 23,545.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041   | 30,418.00               | 2,000.00                     | 32,418.00               |
|             |                 |                        | Sub-Total  | 462,127.00              | 1,426.00                     | 463,553.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001   | -                       | 50,731.00                    | 50,731.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002   | -                       | 14,543.00                    | 14,543.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003   | -                       | 282,023.00                   | 282,023.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004   | -                       | 75,463.00                    | 75,463.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007   | -                       | 5,959.00                     | 5,959.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022   | -                       | 23,545.00                    | 23,545.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041   | -                       | 35,880.00                    | 35,880.00               |
|             |                 |                        | Sub-Total  | -                       | 488,144.00                   | 488,144.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001   | -                       | 50,731.00                    | 50,731.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002   | -                       | 14,543.00                    | 14,543.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003   | -                       | 282,023.00                   | 282,023.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004   | -                       | 75,463.00                    | 75,463.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007   | -                       | 5,959.00                     | 5,959.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022   | -                       | 23,545.00                    | 23,545.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041   | -                       | 35,880.00                    | 35,880.00               |
|             |                 |                        | Sub-Total  | -                       | 488,144.00                   | 488,144.00              |
|             |                 |                        | Sub-Total  | 924,110.00              | 977,714.00                   | 1,901,824.00            |

**FINANCIAL DETAIL ATTACHMENT SHEET  
WIC Local Agency Amendments**

Southern New Hampshire Services, Inc

Vendor # 177198 B006

PO #

1031531

| Fiscal Year | Class / Account | Class Title            | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001   | 200,172.00              | -                            | 200,172.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002   | 68,694.00               | -                            | 68,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003   | 641,900.00              | -                            | 641,900.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004   | 255,848.00              | -                            | 255,848.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007   | 203,282.00              | -                            | 203,282.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022   | 61,694.00               | -                            | 61,694.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041   | 100,968.00              | -                            | 100,968.00              |
|             |                 |                        | Sub-Total  | 1,532,558.00            | -                            | 1,532,558.00            |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001   | 200,172.00              | -                            | 200,172.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002   | 68,694.00               | -                            | 68,694.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003   | 645,111.00              | -                            | 645,111.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004   | 255,848.00              | -                            | 255,848.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007   | 203,282.00              | (27,946.00)                  | 175,336.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022   | 61,694.00               | (2,765.00)                   | 58,929.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041   | 102,168.00              | 2,000.00                     | 104,168.00              |
|             |                 |                        | Sub-Total  | 1,536,969.00            | (28,711.00)                  | 1,508,258.00            |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001   | -                       | 209,727.00                   | 209,727.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002   | -                       | 67,733.00                    | 67,733.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003   | -                       | 630,698.00                   | 630,698.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004   | -                       | 257,642.00                   | 257,642.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007   | -                       | 165,589.00                   | 165,589.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022   | -                       | 58,929.00                    | 58,929.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041   | -                       | 101,534.00                   | 101,534.00              |
|             |                 |                        | Sub-Total  | -                       | 1,491,852.00                 | 1,491,852.00            |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001   | -                       | 209,727.00                   | 209,727.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002   | -                       | 67,733.00                    | 67,733.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003   | -                       | 630,698.00                   | 630,698.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004   | -                       | 257,642.00                   | 257,642.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007   | -                       | 151,199.00                   | 151,199.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022   | -                       | 58,929.00                    | 58,929.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041   | -                       | 101,534.00                   | 101,534.00              |
|             |                 |                        | Sub-Total  | -                       | 1,477,462.00                 | 1,477,462.00            |
|             |                 |                        | Sub-Total  | 3,069,527.00            | 2,940,603.00                 | 6,010,130.00            |

**FINANCIAL DETAIL ATTACHMENT SHEET  
WIC Local Agency Amendments**

Southwestern Community Services, Vendor # Vendor # 177511 R001 PO # 1031532

| Fiscal Year | Class / Account | Class Title            | Job Number   | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|------------------------|--------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006001     | 41,212.00               | -                            | 41,212.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006002     | 9,827.00                | -                            | 9,827.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006003     | 169,615.00              | -                            | 169,615.00              |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006004     | 64,772.00               | -                            | 64,772.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006007     | 4,961.00                | -                            | 4,961.00                |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006022     | 15,912.00               | -                            | 15,912.00               |
| SFY 2014    | 102-500734      | Contracts for Prog Svc | 90006041     | 22,763.00               | -                            | 22,763.00               |
|             |                 |                        | Sub-Total    | 329,062.00              | -                            | 329,062.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006001     | 41,212.00               | -                            | 41,212.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006002     | 9,827.00                | -                            | 9,827.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006003     | 171,317.00              | -                            | 171,317.00              |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006004     | 64,772.00               | -                            | 64,772.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006007     | 4,961.00                | -                            | 4,961.00                |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006022     | 15,912.00               | (574.00)                     | 15,338.00               |
| SFY 2015    | 102-500734      | Contracts for Prog Svc | 90006041     | 34,563.00               | 2,000.00                     | 36,563.00               |
|             |                 |                        | Sub-Total    | 342,564.00              | 1,426.00                     | 343,990.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006001     | -                       | 42,283.00                    | 42,283.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006002     | -                       | 8,034.00                     | 8,034.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006003     | -                       | 188,057.00                   | 188,057.00              |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006004     | -                       | 59,184.00                    | 59,184.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006007     | -                       | 4,961.00                     | 4,961.00                |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006022     | -                       | 15,338.00                    | 15,338.00               |
| SFY 2016    | 102-500734      | Contracts for Prog Svc | 90006041     | -                       | 30,352.00                    | 30,352.00               |
|             |                 |                        | Sub-Total    | -                       | 348,209.00                   | 348,209.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006001     | -                       | 42,283.00                    | 42,283.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006002     | -                       | 8,034.00                     | 8,034.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006003     | -                       | 188,057.00                   | 188,057.00              |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006004     | -                       | 59,184.00                    | 59,184.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006007     | -                       | 4,961.00                     | 4,961.00                |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006022     | -                       | 15,338.00                    | 15,338.00               |
| SFY 2017    | 102-500734      | Contracts for Prog Svc | 90006041     | -                       | 26,352.00                    | 26,352.00               |
|             |                 |                        | Sub-Total    | -                       | 344,209.00                   | 344,209.00              |
|             |                 |                        | Sub-Total    | 671,626.00              | 693,844.00                   | 1,365,470.00            |
|             |                 |                        | <b>Total</b> | <b>6,649,815.00</b>     | <b>6,555,737.00</b>          | <b>13,205,552.00</b>    |

Program Name WIC-CSFP-BFFC  
 Contract Purpose Public health nutrition services  
 RFP Score Summary

| Agency Capacity          | Community Action Program Belknap Merrimack Counties, Concord, NH | Goodwin Community Health, Somersworth, NH | Southern New Hampshire Services, Manchester, NH | Southwestern Community Services, Keene, NH |      |      |      |
|--------------------------|--|---|---|--|------|------|------|
| 30                       | 29.33  | 26.00                                     | 20.67   | 19.67                                      | 0.00 | 0.00 | 0.00 |
| Program Structure        | 45.00  | 39.50                                     | 31.67   | 39.00                                      | 0.00 | 0.00 | 0.00 |
| Budget and Justification | 15   | 13.33                                     | 15.00   | 15.00                                      |      |      |      |
| Format                   | 5  | 5.00                                      | 4.33  | 3.00                                       |      |      |      |
| Total                    | 100  | 92.67                                     | 81.83   | 76.67                                      |      |      |      |

| BUDGET REQUEST       | Year 01      | Year 02    | Year 03      |
|----------------------|--------------|------------|--------------|
| TOTAL BUDGET REQUEST | 1,977,286.00 | 921,404.00 | 3,061,126.00 |
| BUDGET AWARDED       |              |            |              |
| TOTAL BUDGET AWARDED | 1,977,286.00 | 921,404.00 | 3,061,126.00 |

| RFP Reviewers | Name            | Job Title                | Dept/Agency | Qualifications  |
|---------------|-----------------|--------------------------|-------------|---|
| 1             | Lisa Richards   | Program Planner          | DHHS, DPHS  | Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years. |
| 2             | Margaret Murphy | Administrator            | DHHS, DPHS  | Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.           |
| 3             | Marissa Lara    | Health Promotion Advisor | DHHS, DPHS  | Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.    |
| 4             |                 |                          |             |   |
| 5             |                 |                          |             |   |
| 6             |                 |                          |             |   |
| 7             |                 |                          |             |   |
| 8             |                 |                          |             |   |
| 9             |                 |                          |             |   |
| 10            |                 |                          |             |   |



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the**

**WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 2<sup>nd</sup> Amendment to the Southwestern Community Services, Inc., contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of February, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 63 Community Way, PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2013, Item #95, and amended on June 18, 2014, Item #89, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$1,365,470

3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

- Exhibit B-1 (SFY 2015) Amendment #2 Budget
- Exhibit B-1 (SFY 2016) Amendment #2 Budget
- Exhibit B-1 (SFY 2017) Amendment #2 Budget

6. Delete Exhibit C and replace with Exhibit C Amendment #1

7. Add Exhibit C-1 Revisions to General Provisions



8. Delete Exhibit G and replace with Exhibit G Amendment #1

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

2/23/15  
Date

[Signature]  
Brook Dupee  
Bureau Chief

Southwestern Community Services, Inc.

2/17/15  
Date

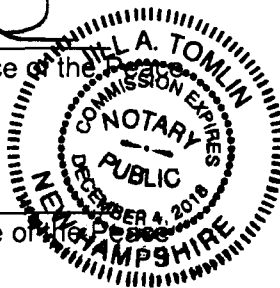
[Signature]  
Name: JOHN A MANNING  
Title: CEO

Acknowledgement:

State of NH, County of Cheshire on 2-17-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Jill A Tomlin  
Name and Title of Notary or Justice of the Peace



My Commission Expires: 12-4-18

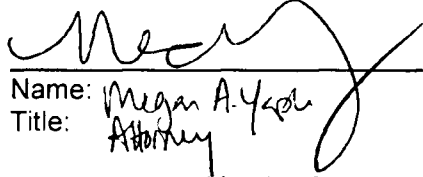




The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/16/15  
Date

  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Exhibit A – Amendment 2

### SCOPE OF SERVICES

#### 1. Project Description

Southwestern Community Services, Inc., will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs (BFPC).

#### 2. Required Activities

2.1. The Contractor shall:

- 2.1.1. Provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to (1,830) participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.2. Provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to (529) (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.3. Ensure the Contractor's WIC Director attends the national education conference sponsored by the National WIC Association in May 2015.
- 2.1.4. Adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire WIC and CSFP State Plans, Policy and Procedure Manual, and the NH Administrative Rules.
- 2.1.5. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all program materials.
- 2.1.6. Be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
  - a. use of local media;
  - b. distribution of informational booklets and referral materials;
  - c. coordination with health and social service programs and agencies;
  - d. maintenance of participant waiting list, if appropriate;
  - e. specific activities to foster enrollment early in pregnancy and infancy; and
  - f. specific activities targeting retention of children until their fifth birthday.
- 2.1.7. The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants. The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
- 2.1.8. The Contractor shall make referrals to Medicaid and the Food Stamp Program, and shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.1.9. The Contractor shall make nutrition education available to each WIC Program participant according to individual needs.
- 2.1.10. The Contractor shall be responsible for issuing food benefits in compliance with the Policy and Procedure Manual.

gm

2/17/15



## Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
- 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
- 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
- 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
- 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
- 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.

### 2.2. WIC & CSFP Administrative Responsibilities

- 2.2.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 2.2.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 2.2.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 2.2.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 2.2.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).
- 2.2.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.



## Exhibit A – Amendment 2

- 2.2.7. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the State.
- 2.2.8. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.9. Comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
- 2.2.10. Notify the State about planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.11. Conduct special projects as appropriate funding is received.
- 2.2.12. Complete and submit a quarterly time study of all WIC/CSFP/BFPC staff utilizing forms and instructions provided by the State Agency.
- 2.2.13. Submit a report on their progress towards meeting performance measures and a final report on the overall program goals and objectives at the end of the two-year contract period.

### 2.3. BFPC Responsibilities

- 2.3.1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program, provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
- 2.3.2. Adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire WIC State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
- 2.3.3. Administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
- 2.3.4. Assure adequate program support from local management. The appropriate definition of a peer counselor shall be:
  - 2.3.4.1. Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
  - 2.3.4.2. Paraprofessionals must provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
  - 2.3.4.3. Must be recruited and hired from the target population.
  - 2.3.4.4. Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.3.5. Have a designated breastfeeding peer counseling program manager or coordinator at the local level.
- 2.3.6. Have defined job parameters and job descriptions for peer counselors.
- 2.3.7. Provide adequate compensation and reimbursement of peer counselors.
- 2.3.8. Assure training of local peer counseling management and clinic staff includes use of: *"Loving Support Through Peer Counseling"* curriculum and presentations.

*Jm*  
Date 2/17/15



## Exhibit A – Amendment 2

- 2.3.9. Adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.3.10. Assure adequate supervision and monitoring of peer counselors.
- 2.3.11. Establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 2.3.12. Assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

### 3. Compliance and Reporting Requirements

#### 3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

#### 3.2. Reporting Requirements

- 3.2.1. Submit quarterly programmatic reports to the DHHS;
- 3.2.2. Submit annual programmatic reports to the DHHS; and
- 3.2.3. Submit monthly invoices to the DHHS for services provided.

### 4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
  - 4.1.1. Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout the fiscal year;
  - 4.1.2. Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14<sup>th</sup> week of pregnancy;
  - 4.1.3. Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;
  - 4.1.4. Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months; and
  - 4.1.5. Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program.
- 4.2. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

*gm*

2/17/15



Exhibit B Amendment #1

**Method and Conditions Precedent to Payment**

1. Funding sources is available as follows and shall not exceed:
  - a. \$653,820 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$327,910 in SFY 2016 and \$323,910 in SFY 17.
  - b. \$30,102 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$574) in SFY 2015, \$15,338 in SFY 2016 and \$15,338 in SFY 17.
  - c. \$9,922 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734 \$4,961 in SFY 2016 and \$4,961 in SFY 17.

\$693,844          Total

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services  
Division of Public Health Services  
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015, SFY 2016 and SFY 2017 budgets (Exhibits B-1 Amendments #2). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty



Exhibit B Amendment #1

- 
- (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
  6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
  7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page intentionally left blank.

*Jm*  
2/17/15

## Exhibit B-1 Amendment #2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc

WIC, Commodity Supplemental Food and  
Budget Request for: Breastfeeding Peer Counseling Program  
*(Name of RFP)*

Budget Period: SFY 2015

| Line Item                        | Direct<br>Incremental | Indirect<br>Fixed | Total              | Allocation Method for<br>Indirect/Fixed Cost |
|----------------------------------|-----------------------|-------------------|--------------------|--|
| 1. Total Salary/Wages            | \$ (574.00)           | \$ -              | \$ (574.00)        |  |
| 2. Employee Benefits             | \$ -                  | \$ -              | \$ -               |  |
| 3. Consultants                   | \$ -                  | \$ -              | \$ -               |  |
| 4. Equipment:                    | \$ -                  | \$ -              | \$ -               |  |
| Rental                           | \$ -                  | \$ -              | \$ -               |  |
| Repair and Maintenance           | \$ -                  | \$ -              | \$ -               |  |
| Purchase/Depreciation            | \$ -                  | \$ -              | \$ -               |  |
| 5. Supplies:                     | \$ -                  | \$ -              | \$ -               |  |
| Educational                      | \$ -                  | \$ -              | \$ -               |  |
| Lab                              | \$ -                  | \$ -              | \$ -               |  |
| Pharmacy                         | \$ -                  | \$ -              | \$ -               |  |
| Medical                          | \$ -                  | \$ -              | \$ -               |  |
| Office                           | \$ -                  | \$ -              | \$ -               |  |
| 6. Travel                        | \$ -                  | \$ -              | \$ -               |  |
| 7. Occupancy                     | \$ -                  | \$ -              | \$ -               |  |
| 8. Current Expenses              | \$ -                  | \$ -              | \$ -               |  |
| Telephone                        | \$ -                  | \$ -              | \$ -               |  |
| Postage                          | \$ -                  | \$ -              | \$ -               |  |
| Subscriptions                    | \$ -                  | \$ -              | \$ -               |  |
| Audit and Legal                  | \$ -                  | \$ -              | \$ -               |  |
| Insurance                        | \$ -                  | \$ -              | \$ -               |  |
| Board Expenses                   | \$ -                  | \$ -              | \$ -               |  |
| 9. Software                      | \$ -                  | \$ -              | \$ -               |  |
| 10. Marketing/Communications     | \$ -                  | \$ -              | \$ -               |  |
| 11. Staff Education and Training | \$ -                  | \$ -              | \$ -               |  |
| 12. Subcontracts/Agreements      | \$ -                  | \$ -              | \$ -               |  |
| 13. Other (SFY 15 NWA Travel):   | \$ 2,000.00           | \$ -              | \$ 2,000.00        |  |
|                                  | \$ -                  | \$ -              | \$ -               |  |
|                                  | \$ -                  | \$ -              | \$ -               |  |
|                                  | \$ -                  | \$ -              | \$ -               |  |
|                                  | \$ -                  | \$ -              | \$ -               |  |
|                                  | \$ -                  | \$ -              | \$ -               |  |
| <b>TOTAL</b>                     | <b>\$ 1,426.00</b>    | <b>\$ -</b>       | <b>\$ 1,426.00</b> |  |

Exhibit B-1 (SFY 2015) Amendment #2 Budget

Contractor Initials: Jm

Date: 2/17/15



## Exhibit B-1 Amendment #2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc

WIC, Commodity Supplemental Food and  
Budget Request for: Breastfeeding Peer Counseling Program

(Name of RFP)

Budget Period: SFY 2016

| Line Item                               | Direct<br>Incremental | Indirect<br>Fixed   | Total                | Allocation Method for<br>Indirect/Fixed Cost |
|---|-----------------------|---------------------|----------------------|--|
| 1. Total Salary/Wages                   | \$ 180,323.00         | \$ -                | \$ 180,323.00        |  |
| 2. Employee Benefits                    | \$ 76,464.00          | \$ -                | \$ 76,464.00         |  |
| 3. Consultants                          | \$ -                  | \$ -                | \$ -                 |  |
| 4. Equipment:                           | \$ -                  | \$ -                | \$ -                 |  |
| Rental                                  | \$ 16,320.00          | \$ -                | \$ 16,320.00         |  |
| Repair and Maintenance                  | \$ -                  | \$ -                | \$ -                 |  |
| Purchase/Depreciation                   | \$ -                  | \$ -                | \$ -                 |  |
| 5. Supplies:                            | \$ -                  | \$ -                | \$ -                 |  |
| Educational                             | \$ -                  | \$ -                | \$ -                 |  |
| Lab                                     | \$ -                  | \$ -                | \$ -                 |  |
| Pharmacy                                | \$ -                  | \$ -                | \$ -                 |  |
| Medical                                 | \$ 1,600.00           | \$ -                | \$ 1,600.00          |  |
| Office                                  | \$ 1,600.00           | \$ -                | \$ 1,600.00          |  |
| 6. Travel                               | \$ 8,800.00           | \$ -                | \$ 8,800.00          |  |
| 7. Occupancy                            | \$ 22,584.00          | \$ -                | \$ 22,584.00         |  |
| 8. Current Expenses                     | \$ -                  | \$ -                | \$ -                 |  |
| Telephone                               | \$ 3,912.00           | \$ -                | \$ 3,912.00          |  |
| Postage                                 | \$ 1,800.00           | \$ -                | \$ 1,800.00          |  |
| Subscriptions                           | \$ -                  | \$ -                | \$ -                 |  |
| Audit and Legal                         | \$ -                  | \$ -                | \$ -                 |  |
| Insurance                               | \$ 1,900.00           | \$ -                | \$ 1,900.00          |  |
| Board Expenses                          | \$ -                  | \$ -                | \$ -                 |  |
| 9. Software                             | \$ -                  | \$ -                | \$ -                 |  |
| 10. Marketing/Communications            | \$ 1,500.00           | \$ -                | \$ 1,500.00          |  |
| 11. Staff Education and Training        | \$ 1,000.00           | \$ -                | \$ 1,000.00          |  |
| 12. Subcontracts/Agreements             | \$ -                  | \$ -                | \$ -                 |  |
| 13. Other (specific details mandatory): | \$ 4,000.00           | \$ -                | \$ 4,000.00          |  |
| Mobile Internet Services                | \$ 1,620.00           | \$ -                | \$ 1,620.00          |  |
| Indirect                                | \$ -                  | \$ 24,786.00        | \$ 24,786.00         |  |
|   | \$ -                  | \$ -                | \$ -                 |  |
|   | \$ -                  | \$ -                | \$ -                 |  |
|   | \$ -                  | \$ -                | \$ -                 |  |
| <b>TOTAL</b>                            | <b>\$ 323,423.00</b>  | <b>\$ 24,786.00</b> | <b>\$ 348,209.00</b> |  |

Indirect As A Percent of Direct

7.7%

Exhibit B-1 (SFY 2016) Amendment #2 Budget

Contractor Initials: Jm

Date: 2/17/16

## Exhibit B-1 Amendment #2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc

WIC, Commodity Supplemental Food and  
Budget Request for: Breastfeeding Peer Counseling Program

(Name of RFP)

Budget Period: SFY 2017

| Line Item                               | Direct<br>Incremental | Indirect<br>Fixed   | Total                | Allocation Method for<br>Indirect/Fixed Cost |
|---|-----------------------|---------------------|----------------------|--|
| 1. Total Salary/Wages                   | \$ 180,323.00         | \$ -                | \$ 180,323.00        |  |
| 2. Employee Benefits                    | \$ 76,464.00          | \$ -                | \$ 76,464.00         |  |
| 3. Consultants                          | \$ -                  | \$ -                | \$ -                 |  |
| 4. Equipment:                           | \$ -                  | \$ -                | \$ -                 |  |
| Rental                                  | \$ 16,320.00          | \$ -                | \$ 16,320.00         |  |
| Repair and Maintenance                  | \$ -                  | \$ -                | \$ -                 |  |
| Purchase/Depreciation                   | \$ -                  | \$ -                | \$ -                 |  |
| 5. Supplies:                            | \$ -                  | \$ -                | \$ -                 |  |
| Educational                             | \$ -                  | \$ -                | \$ -                 |  |
| Lab                                     | \$ -                  | \$ -                | \$ -                 |  |
| Pharmacy                                | \$ -                  | \$ -                | \$ -                 |  |
| Medical                                 | \$ 1,600.00           | \$ -                | \$ 1,600.00          |  |
| Office                                  | \$ 1,600.00           | \$ -                | \$ 1,600.00          |  |
| 6. Travel                               | \$ 8,800.00           | \$ -                | \$ 8,800.00          |  |
| 7. Occupancy                            | \$ 22,584.00          | \$ -                | \$ 22,584.00         |  |
| 8. Current Expenses                     | \$ -                  | \$ -                | \$ -                 |  |
| Telephone                               | \$ 3,912.00           | \$ -                | \$ 3,912.00          |  |
| Postage                                 | \$ 1,800.00           | \$ -                | \$ 1,800.00          |  |
| Subscriptions                           | \$ -                  | \$ -                | \$ -                 |  |
| Audit and Legal                         | \$ -                  | \$ -                | \$ -                 |  |
| Insurance                               | \$ 1,900.00           | \$ -                | \$ 1,900.00          |  |
| Board Expenses                          | \$ -                  | \$ -                | \$ -                 |  |
| 9. Software                             | \$ -                  | \$ -                | \$ -                 |  |
| 10. Marketing/Communications            | \$ 1,500.00           | \$ -                | \$ 1,500.00          |  |
| 11. Staff Education and Training        | \$ 1,000.00           | \$ -                | \$ 1,000.00          |  |
| 12. Subcontracts/Agreements             | \$ -                  | \$ -                | \$ -                 |  |
| 13. Other (specific details mandatory): | \$ -                  | \$ -                | \$ -                 |  |
| Mobile Internet Services                | \$ 1,620.00           | \$ -                | \$ 1,620.00          |  |
| Indirect                                | \$ -                  | \$ 24,786.00        | \$ 24,786.00         |  |
|   | \$ -                  | \$ -                | \$ -                 |  |
|   | \$ -                  | \$ -                | \$ -                 |  |
|   | \$ -                  | \$ -                | \$ -                 |  |
| <b>TOTAL</b>                            | <b>\$ 319,423.00</b>  | <b>\$ 24,786.00</b> | <b>\$ 344,209.00</b> |  |

Indirect As A Percent of Direct

7.8%

Exhibit B-1 (SFY 2017) Amendment #2 Budget

Contractor Initials: Jm



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



- 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.

Am  
2/17/15

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

*gm*  
2/17/15

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:  
This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance  
Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and Umbrella liability coverage in the amount of \$1,000,000 per occurrence.

*Jm*  
Date 2/17/15





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Contractor Initials

*Jm*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 2/17/15

New Hampshire Department of Health and Human Services  
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Southwestern Community Services, Inc.

2/17/15  
Date

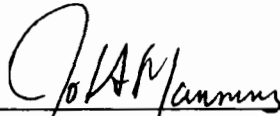
  
Name: JOHN A MANNING  
Title: CEO

Exhibit G- Amendment #1

Contractor Initials JM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 2/17/15



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4546 1-800-852-3345 Ext. 4546  
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

May 28, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*100% federal*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise 4 amendment agreements with vendors by increasing the Price Limitation by \$33,575 from \$6,616,240 to \$6,649,815 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 48, 49, and June 5, 2013, Item number 47 and 95.

Summary of contracted amounts by vendor:

| Vendor  | Location                                     | SFY 2014 Amount | SFY 2015 Amount | Total Increase  |
|---|--|-----------------|-----------------|-----------------|
| Southern NH Services                                  | Hillsborough Rockingham Counties             | \$1,845         | \$6,556         | \$8,401         |
| Southwestern Community Services, Inc.                 | Cheshire & Sullivan Counties                 | \$710           | \$14,412        | \$15,122        |
| Community Action Program and Merrimack Counties, Inc. | Belknap, Coos, Grafton, & Merrimack Counties | \$2,750         | \$4,596         | \$7,346         |
| Goodwin Community Health                              | Carroll & Strafford Counties                 | \$1,131         | \$1,575         | \$2,706         |
| <b>TOTAL</b>  |  | <b>\$6,436</b>  | <b>\$27,139</b> | <b>\$33,575</b> |

Funds to support this request are available in the following accounts for SFY 2014 and SFY 2015 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

**See attachment for financial details**

### EXPLANATION

This requested action seeks approval of 4 amendments to increase the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, to purchase software licenses and data storage devices, and to support educational training. In the interest of efficiency, the contract amendments are being bundled as they are providing the same services, and because of the size of the resulting Governor and Council submission, the copies provided are abbreviated in the interest of saving resources. The Councilors and the public can view the entire submission package on the Secretary of State's website.

The WIC Nutrition Program provides statewide monthly nutrition benefits to more than 14,800 low income women, infants, and children. The StarLINC computer system issues these benefits through printing of more than 50,000 food vouchers monthly redeemed at approximately 200 grocery stores in New Hampshire.

Should Governor and Executive Council not authorize this Request, WIC local agencies will not be able to continue to efficiently provide nutrition benefits to low income women, infants, and children using the StarLINC computer system.

Contracts were awarded to these four vendors through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Health Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

There were no competing proposals received for the provision of the Women, Infants and Children and Commodity Supplemental Food Programs nutrition services. Six evaluators from within the Department of Health and Human Services working in teams of four were used in the review of all proposals. All reviewers have between five and twenty-five years' experience working in the public health setting at the State and local levels in New Hampshire. All have management experience in nutrition, health and nursing programs, including Women, Infants and Children and breastfeeding programs. All have degrees in nutrition, human services, nursing or public health, and have been involved in reviewing proposals in the Division of Public Health Services. The Request for Proposals scoring summary is attached.

The performance measures as described in the contract amendment Exhibit A – Amendment 1 – Performance Measures, will be used to continue to measure the effectiveness of the agreement.


Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 28, 2014  
Page 3 of 3

Area to be served is statewide.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

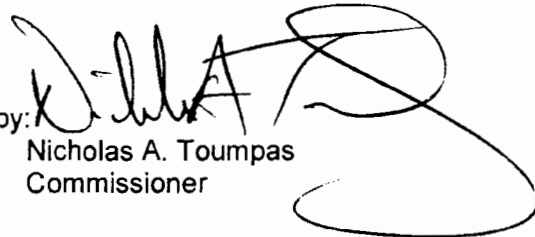
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**  
**WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF  
100% Federal Funds**

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

| Fiscal Year | Class / Account | Class Title                | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006001   | 200,172                 |                              | 200,172                 |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006002   | 68,694                  |                              | 68,694                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006003   | 640,055                 | 1,845                        | 641,900                 |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006004   | 255,848                 |                              | 255,848                 |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006007   | 203,282                 |                              | 203,282                 |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006022   | 61,694                  |                              | 61,694                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006041   | 100,968                 |                              | 100,968                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006001   | 200,172                 |                              | 200,172                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006002   | 68,694                  |                              | 68,694                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006003   | 640,055                 | 5,056                        | 645,111                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006004   | 255,848                 |                              | 255,848                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006007   | 203,282                 |                              | 203,282                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006022   | 61,694                  |                              | 61,694                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006041   | 100,668                 | 1,500                        | 102,168                 |
|             |                 |                            | Sub-Total  | \$3,061,126             | \$8,401                      | \$3,069,527             |

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

| Fiscal Year | Class / Account | Class Title                | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006001   | 41,212                  | -                            | 41,212                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006002   | 9,827                   |                              | 9,827                   |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006003   | 168,905                 | 710                          | 169,615                 |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006004   | 64,772                  |                              | 64,772                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006007   | 4,961                   |                              | 4,961                   |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006022   | 15,912                  |                              | 15,912                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006041   | 22,763                  |                              | 22,763                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006001   | 41,212                  |                              | 41,212                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006002   | 9,827                   |                              | 9,827                   |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006003   | 168,905                 | 2,412                        | 171,317                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006004   | 64,772                  |                              | 64,772                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006007   | 4,961                   |                              | 4,961                   |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006022   | 15,912                  |                              | 15,912                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006041   | 22,563                  | 12,000                       | 34,563                  |
|             |                 |                            | Sub-Total  | \$656,504               | \$15,122                     | \$671,626               |

**FINANCIAL DETAIL ATTACHMENT SHEET**

**WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

| Fiscal Year | Class / Account | Class Title                | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006001   | 50,580                  |                              | 50,580                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006002   | 35,407                  |                              | 35,407                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006003   | 379,200                 | 1,250                        | 380,450                 |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006004   | 229,474                 |                              | 229,474                 |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006007   | 199,694                 |                              | 199,694                 |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006022   | 40,087                  |                              | 40,087                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006041   | 55,261                  | 1,500                        | 56,761                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006001   | 50,580                  |                              | 50,580                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006002   | 35,407                  |                              | 35,407                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006003   | 379,200                 | 3,096                        | 382,296                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006004   | 229,474                 |                              | 229,474                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006007   | 199,694                 |                              | 199,694                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006022   | 40,087                  |                              | 40,087                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006041   | 53,061                  | 1,500                        | 54,561                  |
| SFY 2015    |                 |                            | Sub-Total  | 1,977,206               | \$7,346                      | 1,984,552               |

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

| Fiscal Year | Class / Account | Class Title                | Job Number   | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|--------------|-------------------------|------------------------------|-------------------------|
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006001     | 57,235                  |                              | 57,235                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006002     | 15,115                  |                              | 15,115                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006003     | 251,360                 | 928                          | 252,288                 |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006004     | 76,549                  |                              | 76,549                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006007     | 5,756                   | 203                          | 5,959                   |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006022     | 24,119                  |                              | 24,119                  |
| SFY 2014    | 102/500734      | Contracts for Program Svcs | 90006041     | 30,718                  |                              | 30,718                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006001     | 57,235                  |                              | 57,235                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006002     | 15,115                  |                              | 15,115                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006003     | 251,360                 | 1,372                        | 252,732                 |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006004     | 76,549                  |                              | 76,549                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006007     | 5,756                   | 203                          | 5,959                   |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006022     | 24,119                  |                              | 24,119                  |
| SFY 2015    | 102/500734      | Contracts for Program Svcs | 90006041     | 30,418                  |                              | 30,418                  |
| SFY 2015    |                 |                            | Sub-Total    | \$921,404               | \$2,706                      | 924,110                 |
|             |                 |                            | <b>TOTAL</b> | <b>\$6,616,240</b>      | <b>\$33,575</b>              | <b>\$6,649,815</b>      |

Program Name WIC-CSFP-BFFC  
 Contract Purpose Public health nutrition services  
 RFP Score Summary

| RFA/RFP CRITERIA         | Max Pts | Community Action Program Belknap Merrimack Counties, Concord, NH | Goodwin Community Health, Somersworth, NH | Southern New Hampshire Services, Manchester, NH | Southwestern Community Services, Keene, NH |      |      |      |
|--------------------------|---------|--|---|---|--|------|------|------|
| Agency Capacity          | 30      | 29.33  | 26.00                                     | 20.67   | 19.67                                      | 0.00 | 0.00 | 0.00 |
| Program Structure        | 50      | 45.00  | 39.50                                     | 31.67   | 39.00                                      | 0.00 | 0.00 | 0.00 |
| Budget and Justification | 15      | 13.33  | 12.00                                     | 15.00   | 15.00                                      |      |      |      |
| Format                   | 5       | 5.00   | 4.33                                      | 3.33  | 3.00                                       | 0.00 | 0.00 | 0.00 |
| Total                    | 100     | 92.67  | 81.83                                     | 70.67   | 76.67                                      | 0.00 | 0.00 | 0.00 |

|                      |         |              |            |              |            |  |  |  |
|----------------------|---------|--------------|------------|--------------|------------|--|--|--|
| BUDGET REQUEST       | Year 01 |              |            |              |            |  |  |  |
|                      | Year 02 |              |            |              |            |  |  |  |
|                      | Year 03 |              |            |              |            |  |  |  |
| TOTAL BUDGET REQUEST |         | 1,977,206.00 | 921,404.00 | 3,061,126.00 | 656,504.00 |  |  |  |
| BUDGET AWARDED       | Year 01 |              |            |              |            |  |  |  |
|                      | Year 02 |              |            |              |            |  |  |  |
|                      | Year 03 |              |            |              |            |  |  |  |
| TOTAL BUDGET AWARDED |         | 1,977,206.00 | 921,404.00 | 3,061,126.00 | 656,504.00 |  |  |  |

| RFP Reviewers | Name            | Job Title                | Dept/Agency | Qualifications  |
|---------------|-----------------|--------------------------|-------------|---|
| 1             | Lisa Richards   | Program Planner          | DHHS, DPHS  | Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years. |
| 2             | Margaret Murphy | Administrator            | DHHS, DPHS  | Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.           |
| 3             | Marisa Lara     | Health Promotion Advisor | DHHS, DPHS  | Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.    |
| 4             |                 |                          |             |   |
| 5             |                 |                          |             |   |
| 6             |                 |                          |             |   |
| 7             |                 |                          |             |   |
| 8             |                 |                          |             |   |
| 9             |                 |                          |             |   |
| 10            |                 |                          |             |   |





**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Southwestern Community Services, Inc.**

This 1<sup>st</sup> Amendment to the Southern New Hampshire Services, Inc., contract (hereinafter referred to as "Amendment One") dated this 12<sup>th</sup> day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 63 Community Way, PO Box 603, Keene, NH, 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by increasing the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- Form P-37, to change:  
Block 1.8 to read: \$671,626.
- Exhibit A, Scope of Services to add:  
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:  
The contract price shall increase by \$710 for SFY 2014.  
The contract price shall increase by \$14,412 for SFY 2015.

Paragraph 1.2 to Paragraph 1:  
Funding is available as follows:

\$15,122 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 14144NH703W1003.



**New Hampshire Department of Health and Human Services**

---

Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
- Exhibit B-1 (2014) - Amendment 1
- Exhibit B-1 (2015) - Amendment 1

This amendment shall be effective upon the date of Governor and Executive Council approval.



IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/29/14  
Date

Brook Dupee  
Brook Dupee  
Bureau Chief

Southwestern Community Services, Inc.

May 12, 2014  
Date

John A. Manning  
Name: John A. Manning  
Title: Chief Executive Officer

Acknowledgement:

State of New Hampshire, County of Cheshire on May 12, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jill Tomlin  
Signature of Notary Public or Justice of the Peace



Jill Tomlin Notary  
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Exhibit A – Amendment 1

### SCOPE OF SERVICES

#### 1. Project Description

Southwestern Community Services, Inc. will provide public health nutrition services to low income women, infants, and children enrolled in the Women, Infants and Children (WIC), Commodity Supplemental; Food Program, and Breastfeeding Peer Counseling Programs. This Exhibit A - Amendment 1 modifies exhibit A, Scope of Service, by increasing the price limitation for the provision of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and to support educational training.

#### 2. Required Activities

Southwestern Community Services, Inc. will provide services to 1,962 women, infants and children monthly utilizing the StarLINC MIS system, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.
- Funding to sponsor two statewide nutrition counseling and customer service trainings.

#### 3. Performance Measures

The following performance measures will be used to measure the effectiveness of the agreement.

##### Access to Nutrition Services:

- To serve 95%-105% of the assigned Women, Infants and Children and Commodity Supplemental Food Programs caseload throughout the fiscal year.
- To increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14<sup>th</sup> week of pregnancy.

##### Obesity Prevention:

- To increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period, to increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months, and to increase rates of exclusive breastfeeding.
- To develop initiatives in the area of increased physical activity for women and children.
- To develop initiatives in the area of decreased television viewing.
- To develop initiatives in the area of increased fruit and vegetable consumption.

**Exhibit B-1 (2014) - Amendment 1  
Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Southwestern Community Services, Inc.

**Budget Request for:** WIC Nutrition Program  
(Name of RFP)

**Budget Period:** SFY 2014

| Line Item                               | Direct Incremental | Indirect Fixed | Total            | Allocation Method for Indirect/Fixed Cost |
|---|--------------------|----------------|------------------|---|
| 1. Total Salary/Wages                   | \$ -               | \$ -           | \$ -             |   |
| 2. Employee Benefits                    | \$ -               | \$ -           | \$ -             |   |
| 3. Consultants                          | \$ -               | \$ -           | \$ -             |   |
| 4. Equipment:                           | \$ 300.00          | \$ -           | \$ 300.00        |   |
| Rental                                  | \$ -               | \$ -           | \$ -             |   |
| Repair and Maintenance                  | \$ -               | \$ -           | \$ -             |   |
| Purchase/Depreciation                   | \$ -               | \$ -           | \$ -             |   |
| 5. Supplies:                            | \$ -               | \$ -           | \$ -             |   |
| Educational                             | \$ -               | \$ -           | \$ -             |   |
| Lab                                     | \$ -               | \$ -           | \$ -             |   |
| Pharmacy                                | \$ -               | \$ -           | \$ -             |   |
| Medical                                 | \$ -               | \$ -           | \$ -             |   |
| Office                                  | \$ -               | \$ -           | \$ -             |   |
| 6. Travel                               |                    | \$ -           | \$ -             |   |
| 7. Occupancy                            | \$ -               | \$ -           | \$ -             |   |
| 8. Current Expenses                     | \$ -               | \$ -           | \$ -             |   |
| Telephone                               | \$ 200.00          | \$ -           | \$ 200.00        |   |
| Postage                                 | \$ -               | \$ -           | \$ -             |   |
| Subscriptions                           | \$ -               | \$ -           | \$ -             |   |
| Audit and Legal                         | \$ -               | \$ -           | \$ -             |   |
| Insurance                               | \$ -               | \$ -           | \$ -             |   |
| Board Expenses                          | \$ -               | \$ -           | \$ -             |   |
| 9. Software                             | \$ 210.00          | \$ -           | \$ 210.00        |   |
| 10. Marketing/Communications            | \$ -               | \$ -           | \$ -             |   |
| 11. Staff Education and Training        | \$ -               | \$ -           | \$ -             |   |
| 12. Subcontracts/Agreements             | \$ -               | \$ -           | \$ -             |   |
| 13. Other (specific details mandatory): | \$ -               | \$ -           | \$ -             |   |
|   | \$ -               | \$ -           | \$ -             |   |
|   | \$ -               | \$ -           | \$ -             |   |
|   | \$ -               | \$ -           | \$ -             |   |
|   | \$ -               | \$ -           | \$ -             |   |
| <b>TOTAL</b>                            | <b>\$ 710.00</b>   | <b>\$ -</b>    | <b>\$ 710.00</b> |   |

Indirect As A Percent of Direct

0.0%

Contractor Initials: gm

Date: 5/12/14

**Exhibit B-1 (2015) - Amendment 1  
Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Southwestern Community Services, Inc.

**Budget Request for:** WIC Nutrition Program  
(Name of RFP)

**Budget Period:** SFY 2015

| Line Item                               | Direct Incremental  | Indirect Fixed | Total               | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages                   | \$ -                | \$ -           | \$ -                |   |
| 2. Employee Benefits                    | \$ -                | \$ -           | \$ -                |   |
| 3. Consultants                          | \$ -                | \$ -           | \$ -                |   |
| 4. Equipment:                           | \$ 1,200.00         | \$ -           | \$ 1,200.00         |   |
| Rental                                  | \$ -                | \$ -           | \$ -                |   |
| Repair and Maintenance                  | \$ -                | \$ -           | \$ -                |   |
| Purchase/Depreciation                   | \$ -                | \$ -           | \$ -                |   |
| 5. Supplies:                            | \$ -                | \$ -           | \$ -                |   |
| Educational                             | \$ -                | \$ -           | \$ -                |   |
| Lab                                     | \$ -                | \$ -           | \$ -                |   |
| Pharmacy                                | \$ -                | \$ -           | \$ -                |   |
| Medical                                 | \$ -                | \$ -           | \$ -                |   |
| Office                                  | \$ -                | \$ -           | \$ -                |   |
| 6. Travel                               |                     | \$ -           | \$ -                |   |
| 7. Occupancy                            | \$ -                | \$ -           | \$ -                |   |
| 8. Current Expenses                     | \$ -                | \$ -           | \$ -                |   |
| Telephone                               | \$ 1,200.00         | \$ -           | \$ 1,200.00         |   |
| Postage                                 | \$ -                | \$ -           | \$ -                |   |
| Subscriptions                           | \$ -                | \$ -           | \$ -                |   |
| Audit and Legal                         | \$ -                | \$ -           | \$ -                |   |
| Insurance                               | \$ -                | \$ -           | \$ -                |   |
| Board Expenses                          | \$ -                | \$ -           | \$ -                |   |
| 9. Software                             | \$ 12.00            | \$ -           | \$ 12.00            |   |
| 10. Marketing/Communications            | \$ -                | \$ -           | \$ -                |   |
| 11. Staff Education and Training        | \$ 12,000.00        | \$ -           | \$ 12,000.00        |   |
| 12. Subcontracts/Agreements             | \$ -                | \$ -           | \$ -                |   |
| 13. Other (specific details mandatory): | \$ -                | \$ -           | \$ -                |   |
|   | \$ -                | \$ -           | \$ -                |   |
|   | \$ -                | \$ -           | \$ -                |   |
|   | \$ -                | \$ -           | \$ -                |   |
|   | \$ -                | \$ -           | \$ -                |   |
| <b>TOTAL</b>                            | <b>\$ 14,412.00</b> | <b>\$ -</b>    | <b>\$ 14,412.00</b> |   |

Indirect As A Percent of Direct

0.0%

Contractor Initials: Jm  
Date: 5/12/14

95 RB

Handwritten initials



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4546 1-800-852-3345 Ext. 4546  
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

6/5/13 #95

March 29, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

100% Federal

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Southwestern Community Services, Inc. (Vendor #177511 R001), 63 Community Way, PO Box 603, Keene, New Hampshire 03431, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$656,504.00, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

| Fiscal Year | Class/Object | Class Title            | Job Number | Total Amount |
|-------------|--------------|------------------------|------------|--------------|
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006001   | 41,212.00    |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006002   | 9,827.00     |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006003   | 168,905.00   |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006004   | 64,772.00    |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006007   | 4,961.00     |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006022   | 15,912.00    |
| SFY 14      | 102-500734   | Contracts for Prog Svc | 90006041   | 22,763.00    |
|             |              |                        | Sub-Total  | \$328,352.00 |



| Fiscal Year | Class/Object | Class Title            | Job Number | Total Amount |
|-------------|--------------|------------------------|------------|--------------|
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006001   | 41,212.00    |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006002   | 9,827.00     |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006003   | 168,905.00   |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006004   | 64,772.00    |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006007   | 4,961.00     |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006022   | 15,912.00    |
| SFY 15      | 102-500734   | Contracts for Prog Svc | 90006041   | 22,563.00    |
|             |              |                        | Sub-Total  | \$328,152.00 |
|             |              |                        | Total      | \$656,504.00 |

**EXPLANATION**

Funds in this agreement will be used by Southwestern Community Services, Inc. to provide direct nutrition services monthly to 2,598 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Cheshire and Sullivan Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program has been shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low-income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 2,598 clients in Cheshire and Sullivan Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

Southwestern Community Services, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Healthy Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

Four proposals were received. There was only one respondent to provide services in the Cheshire and Sullivan Counties service area. There were three proposal reviewers, all of whom are currently employed in the Division of Public Health Services, Healthy Eating and Physical Activity Section. All reviewers have between five and twenty years experience in developing Request for Proposals, reviewing nutrition proposals and managing agreements with vendors for chronic disease and nutrition services. Each reviewer reviewed and scored the proposal using a standardized scoring form and criteria. The Bid Summary is attached.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 29, 2013  
Page 3

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$694,832. This represents a decrease of \$38,328 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

The following performance measures will be used to measure the effectiveness of the agreement.

- 66% of prenatal clients will enroll in the WIC Program by the 14<sup>th</sup> week of pregnancy.
- 15% of of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 74% of of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeed until 3 months and 26% of WIC participants will exclusively breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Cheshire and Sullivan Counties.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

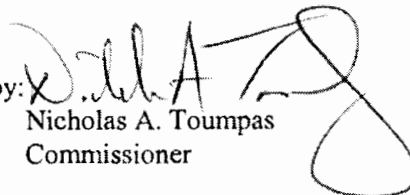
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

JTM/lr






Subject: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

|  |  |  |  |
|--|--|--|--|
| <b>1.1 State Agency Name</b><br>NH Department of Health and Human Services<br>Division of Public Health Services   |  | <b>1.2 State Agency Address</b><br>29 Hazen Drive<br>Concord, NH 03301-6504                                  |  |
| <b>1.3 Contractor Name</b><br>Southwestern Community Services, Inc.  |  | <b>1.4 Contractor Address</b><br>63 Community Way, PO Box 603<br>Keene NH 03431                              |  |
| <b>1.5 Contractor Phone Number</b><br>603-352-7512   | <b>1.6 Account Number</b><br>010-090-5260-102-500734 | <b>1.7 Completion Date</b><br>June 30, 2015  | <b>1.8 Price Limitation</b><br>\$656,504 |
| <b>1.9 Contracting Officer for State Agency</b><br>Lisa L. Bujno, MSN, APRN<br>Bureau Chief  |  | <b>1.10 State Agency Telephone Number</b><br>603-271-4501  |  |
| <b>1.11 Contractor Signature</b><br>   |  | <b>1.12 Name and Title of Contractor Signatory</b><br>Kevin Watterson, Chairperson<br>SCS Board of Directors |  |
| <b>1.13 Acknowledgement: State of <u>NH</u>, County of <u>Cheshire</u></b><br>On <u>4/23/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person who is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |  |  |  |
| Signature of Notary Public or Justice of the Peace<br>  |  |  |  |
| I, <u>Margaret Freeman</u> , Notary Public or Justice of the Peace<br>Margaret Freeman, Notary   |  |  |  |
| <b>1.14 State Agency Signature</b><br>  |  | <b>1.15 Name and Title of State Agency Signatory</b><br>Lisa L. Bujno, Bureau Chief                          |  |
| <b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____  |  |  |  |
| <b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b><br>By: <u>Janne P. Herndick</u> Attorney On: <u>29 April 2013</u>   |  |  |  |
| <b>1.18 Approval by the Governor and Executive Council</b><br>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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: KW  
Date: 4-23-13

## 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

*WIC-CSFP-BFPC Services*

**CONTRACT PERIOD:** July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

**CONTRACTOR NAME:** Southwestern Community Services, Inc.

**ADDRESS:** 63 Community Way, PO Box 603  
Keene NH 03431

**Executive Director:** William Marcello  
**TELEPHONE:** 603-352-7512

**The Contractor shall:**

1. During the period of the contract, the Contractor shall provide benefits and services as follows:

1.1 Culturally and Linguistically Appropriate Standards of Care

The Division of Public Health Services recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division expects that providers and organizations will provide culturally and linguistically appropriate services according to the following guidelines:

- a. Assess the ethnic/cultural needs, resources and assets of their community.
- b. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- c. When appropriate, provide clients of minimal English skills with interpretation services.
- d. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

1.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 1,962 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 636 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.4 The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, Policy and Procedure Manual, and the NH Administrative Rules.

1.5 The Contractor shall adhere to USDA Office of Civil Rights policies, including insertion of the non-discrimination statement on all outreach materials.



2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
  - a. use of local media;
  - b. distribution of informational booklets and referral materials;
  - c. coordination with health and social service programs and agencies;
  - d. maintenance of participant waiting list, if appropriate;
  - e. specific activities to foster enrollment early in pregnancy and infancy; and
  - f. specific activities targeting retention of children until their fifth birthday.
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
  - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
  - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
  - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
  - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
  - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
  - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

- 8.2 The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
9. The Contractor shall maintain all CSFP Food issuance registers for a period not less than three years following the period of the contract in which the CSFP food package was issued.
10. The Contractor shall terminate from the Program, participating individuals who have enrolled for the maximum period of time specified by the Federal Regulations governing the WIC or CSF Program or who fail to participate for two consecutive months. Individuals being disqualified, suspended or terminated prior to the expiration of the present period of eligibility certification shall be given written notice of impending termination on forms provided by the State and the opportunity to request a Fair Hearing. The Contractor shall provide at least 15 days' oral or written notice of the expiration of the current benefit period.
11. The Contractor shall provide individuals who are denied participation with a written explanation on forms provided by the State for the denial of eligibility and shall provide such individuals with the opportunity to request a Fair Hearing regarding the reason for denial.
12. At the direction of the State, the Contractor shall take administrative action against participants found to be abusing Program benefits. Persons found to be participating in both the WIC Program and the CSF Program, or in two WIC or CSF Programs provided by different Contractors shall be immediately terminated from one Program.
13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 13.1 As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
14. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
15. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
16. At the time each certification or voucher issuance appointment is made, the Contractor shall request that parents or guardians show a valid picture ID.
17. At the time the certification appointment is made, the Contractor shall request that parents or guardians bring immunizations records of children aged 24 months or younger.
- 17.1 At the time of WIC Program certification, the Contractor shall review immunization records of children aged 24 months or younger and record the immunization status in StarLINC, the WIC MIS system.
- 17.2 There shall be no loss of WIC Program benefits or required follow-up by the Contractor if the immunization records are not produced.
18. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral

service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH. Note that this is required starting in FY2014 for those contractors that have already been trained, and in FY2015 for those who have not yet received training.

CSFP Responsibilities:

19. CSFP commodity foods shall be requested and accepted only in such quantities as can and will be used in accordance with the rates and recommended period of utilization designated by the State. Commodities shall not be sold, exchanged or otherwise disposed of without the specific written consent of the State. However, commodities may be transferred between Contractors upon the authorization of the State if determined to be in the best interest of the CSF Program.
20. Adequate facilities and personnel shall be provided by the Contractor for the proper care, handling, storage and distribution of commodities to properly safeguard against theft, spoilage, and other loss in accordance with federal and State statutes and rules. Failure to provide such care will require full restitution to and as determined by the State.
21. Commodities found to be damaged or out of condition and determined to be unfit for human consumption by Federal, State or local health officers or by other competent persons, shall be disposed of only in accordance with instructions from the State.
22. All books and records pertaining to the receipt and use of commodities shall be kept for a period of three years from the close of the federal fiscal year to which they pertain.
23. The State and the US Department of Agriculture reserve the right to inspect commodities in storage, the facilities used for storing such commodities and all records and reports pertaining to the distribution of commodities at any reasonable time.

WIC & CSFP Administrative Responsibilities:

24. The Contractor shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.
  - 24.1 A recommended ratio of 350-400 participants to one FTE staff person.
  - 24.2 A recommended ratio of 750-800 participants to one FTE nutritionist.
  - 24.3 The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
  - 24.4 The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

- 24.5 If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
25. The Contractor shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC or CSFP services without specific written approval from the State.
  - 25.1 The Contractor shall assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
26. The Contractor shall comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
27. The Contractor shall notify the State about planned changes in key staff, clinic relocations, clinic closures, and other major changes in advance.
28. The Contractor shall conduct special projects as appropriate funding is received.
29. The Contractor shall complete and submit a quarterly time study of all WIC/CSFP staff utilizing forms and instructions provided by the State Agency.
30. The Contractor shall submit a report on their progress towards meeting performance measures every 6 months and a final report on the overall program goals and objectives at the end of the two-year contract period.

**BFPC Responsibilities:**

1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program.
  - 1.1. The Contractor shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
  - 1.2. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
2. The Contractor shall administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
  - 2.1 The Contractor shall assure adequate program support from local management.
  - 2.2 The appropriate definition of a peer counselor shall be:
    - 2.2.1 Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.

- 2.2.2 Paraprofessionals provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
  - 2.2.3 Must be recruited and hired from the target population.
  - 2.2.4 Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.3 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator at the local level.
  - 2.4 The Coordinator shall have defined job parameters and job descriptions for peer counselors.
  - 2.5 The Contractor shall provide adequate compensation and reimbursement of peer counselors.
  - 2.6 The Contractor shall assure training of local peer counseling management and clinic staff includes use of:
    - 2.6.1 Loving Support Through Peer Counseling: A Journey Together for WIC Managers training curriculum and presentations, and
    - 2.6.2 Loving Support Through Peer Counseling: A Journey Together for WIC Peer Counselors training curriculum and presentations.
  - 2.7 The Contractor shall adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
  - 2.8 The Contractor shall assure adequate supervision and monitoring of peer counselors.
  - 2.9 The Contractor shall establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
3. The Contractor shall assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in clinic staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Healthy Eating and Physical Activity Section immediately for additional guidance.

The remainder of this page is intentionally left blank

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

WIC-CSFP-BFPC Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Southwestern Community Services, Inc.

ADDRESS: 63 Community Way, PO Box 603  
Keene NH 03431

Executive Director: William Marcello  
TELEPHONE: 603-352-7512

Vendor #177511 R001

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

| Amount    | Appropriation #         | Job #    | Funding Source   | CFDA # | Federal Funds |
|-----------|-------------------------|----------|--|--------|---------------|
| \$82,424  | 010-090-5260-102-500734 | 90006001 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$19,654  | 010-090-5260-102-500734 | 90006002 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$337,810 | 010-090-5260-102-500734 | 90006003 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$129,544 | 010-090-5260-102-500734 | 90006004 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$45,326  | 010-090-5260-102-500734 | 90006041 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100%          |
| \$9,922   | 010-090-5260-102-500734 | 90006007 | Commodity Supplemental Food Program (USDA)                                     | 10.565 | 100%          |
| \$31,824  | 010-090-5260-102-500734 | 90006022 | WIC Breastfeeding Peer Counseling Program (USDA)                               | 10.557 | 100%          |

TOTAL: \$656,504

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:



- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

- 10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

- 10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

Standard Exhibit D

**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 to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) 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);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

- (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:
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (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
    - (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;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

**From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015**

**Contractor Name** Southwestern Community Services, Inc. **Period Covered by this Certification**

Kevin Watterson, Chairperson, SCS Board of Directors  
**Name and Title of Authorized Contractor Representative**

Kevin Watterson April 23, 2013  
**Contractor Representative Signature** **Date**

NH Department of Health and Human Services

Standard Exhibit E

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):

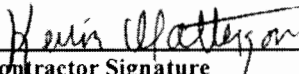
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Kevin Watterson  
Contractor Signature Contractor's Representative Title

Southwestern Community Services, Inc. April 23, 2013  
Contractor Name Date



NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "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**

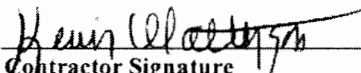
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
  - c. 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
  - d. 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.
2. 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**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Signature

Kevin Watterson  
 Chairperson, SCS Board of Directors  
 Contractor's Representative Title

Southwestern Community Services, Inc.  
 Contractor Name

April 23, 2013  
 Date

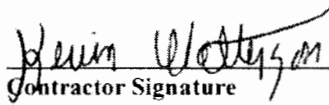
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
Contractor Signature

Kevin Watterson  
Chairperson, SCS Board of Directors  
Contractor's Representative Title

Southwestern Community Services, Inc.  
Contractor Name

April 23, 2012  
Date

NH Department of Health and Human Services


STANDARD EXHIBIT II

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 Signature

Kevin Watterson  
Chairperson, SCS Board of Directors  
Contractor's Representative Title

Southwestern Community Services, Inc.  
Contractor Name

April 23, 2013  
Date

NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act 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.

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) **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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.



(5) **Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

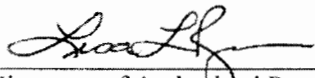
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

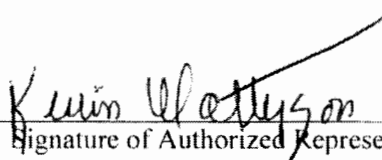
Southwestern Community Services, Inc.

The State Agency Name

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Kevin Watterson

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

Chairperson, SCS Board of Directors

Title of Authorized Representative

Title of Authorized Representative

4/23/13

Date

April 23, 2013

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

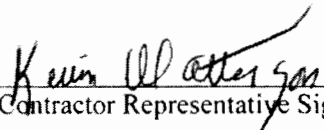
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 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:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. 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 Sub-award 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 Representative Signature)

Kevin Watterson  
Chairperson, SCS Board of Directors  
(Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc.  
(Contractor Name)

April 23, 2013  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 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, sub-grants, 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: \_\_\_\_\_