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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

March 28, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to enter into an agreement with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003), PO Box 1016, 2 Industrial Drive, Concord, New Hampshire 03302-1016, in an amount not to exceed \$100,000.00, to provide prenatal services, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015. Funds are anticipated to be available in the following account in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

48% FED 52% GEN

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

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows include SFY 2014, SFY 2015, and a Total row.

EXPLANATION

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

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

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

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

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

Community Action Program Belknap-Merrimack Counties, Inc was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services’ web site from January 23, 2013 through February 21, 2013. In addition, the current grantee was sent an email on January 23, 2013.

One agency responded to the request for proposals. Three professionals, all from within the Department of Health and Human Services, met and reviewed the proposal. All three reviewers have at least twelve years experience managing agreements with vendors for various public health programs and all have expertise in maternal and child health. Reviewers evaluated proposals consistent with the evaluation criteria specified in the Request for Proposals. The submitted proposal scored an average of 85 out of 100 points. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$100,000. This represents level funding.

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

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

Area served: Belknap County.

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

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March 28, 2013
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/JF/PMT/sc

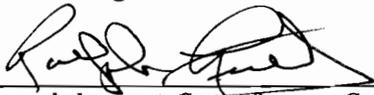
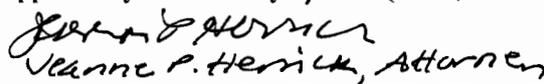
Subject: Prenatal Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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: RA
Date: 3/15/13

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: RP
Date: 3/15/13

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

Prenatal Services

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

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

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

Director: Susan Wnuk

TELEPHONE: 603-225-3295

The Contractor shall:

I. General Provisions

A) Eligibility, Income Determination and Payment

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

B) Numbers Served - Not applicable.

C) Culturally and Linguistically Appropriate Standards of Care

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

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

D) State and Federal Laws

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

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

E) Relevant Policies and Guidelines

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

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

F) Publications Funded Under Contract

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

G) Subcontractors

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

II. Minimal Standards for Medical Care

A) Service Requirements

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

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

B) Genetic Screening

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

C) Prenatal visits schedule and content

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

D) Health Education

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

E) Specialized counseling

Nutritional Services

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

Tobacco Use Services

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

Alcohol and other Substances Use Services

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

HIV Testing & Counseling

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

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

Behavioral Health Screening

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

Domestic Violence

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

Influenza and Tdap vaccination

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

Social Services

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

Home Visiting

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

Additional Requirements

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

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

F) Staffing Provisions

1. New Hires

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

2. Vacancies

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

3. Qualifications

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

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

a) Program Coordinators shall be:

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

b) Registered Nurse

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

c) Nutritionists shall have:

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

d) Social Workers shall have:

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

e) Health Educators shall have:

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

G) Coordination of Services

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

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

H) Meetings and Trainings

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

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

III. Quality Improvement (QI)

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

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

A) Workplans

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

B) Data Reporting

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

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

C) On-site Reviews

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

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Prenatal Services

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

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

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

**Director: Susan Wnuk
TELEPHONE: 603-225-3295**

Vendor #177203-B003

Job #90080001

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

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

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

TOTAL: \$100,000

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th 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.*

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

17. **Renewal:**

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: RG
Date: 3/15/13

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 GRANTEEES 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: 7/1/13 or date of G&C Approval, whichever is later To: 6/30/15

Contractor Name

Period Covered by this Certification

Ralph Littlefield, Executive Director

Name and Title of Authorized Contractor Representative


 Contractor Representative Signature

3/15/13

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):

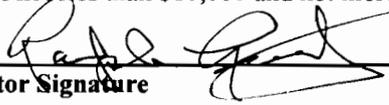
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 7/1/13 or date of G&C Approval, whichever is later, through 6/30/15

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.	3/15/13
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	Ralph Littlefield, Executive Director _____ Contractor's Representative Title
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Community Action Program Belknap-Merrimack Counties, Inc. _____ Contractor Name	3/15/13 _____ Date
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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

3/15/13

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.

Contractor Initials:
 Date: 3/15/13

- 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	COMMUNITY ACTION PROGRAM BELKNAP- MERRIMACK COUNTIES, INC.
_____ The State Agency Name	_____ Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN	RALPH LITTLEFIELD
_____ Name of Authorized Representative	_____ Name of Authorized Representative

BUREAU CHIEF	EXECUTIVE DIRECTOR
_____ Title of Authorized Representative	_____ Title of Authorized Representative

4/22/13	3/15/13
_____ Date	_____ 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)

 Ralph Littlefield, Executive Director
(Authorized Contractor Representative Name & Title)

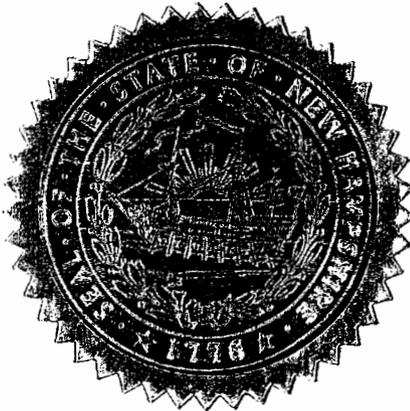
Community Action Program Belknap-Merrimack Counties, Inc
(Contractor Name)

 3/15/13
(Date)

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 1st day of April A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Dennis T. Martino, of the Community Action Program Belknap-Merrimack Counties, Inc., do hereby certify that:

1. I am the duly elected Secretary-Clerk of the Community Action Program Belknap-Merrimack Counties, Inc.;

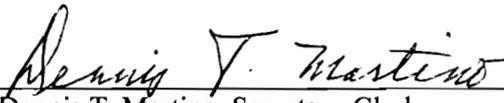
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Community Action Program Belknap-Merrimack Counties, Inc., duly held on September 20, 2012; (see attached)

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contracts 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. Ralph Littlefield is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 15, 2013.

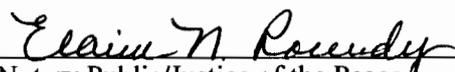
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary-Clerk of the corporation this 15th day of March, 2013.



Dennis T. Martino, Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 15th day of March, 2013 by Dennis T. Martino.



Notary Public/Justice of the Peace

My Commission Expires:

ELAINE N. ROUNDY, Notary Public
My Commission Expires August 24, 2016

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

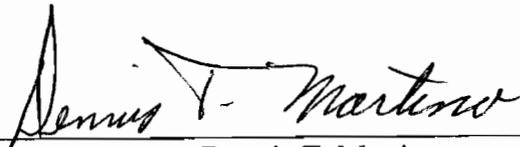
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on September 20, 2012, and has not been amended or revoked and remains in effect as of the date listed below.

3/15/13

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2013

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

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

PRODUCER FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com													
INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Arch Ins Co</td> <td>NAIC # 11150</td> </tr> <tr> <td>INSURER B: Liberty Mutual Insurance Co</td> <td>23043</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER D: N.H.M.M. JUA</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Arch Ins Co	NAIC # 11150	INSURER B: Liberty Mutual Insurance Co	23043	INSURER C: Philadelphia Indemnity Ins Co	18058	INSURER D: N.H.M.M. JUA		INSURER E:		INSURER F:	
INSURER A: Arch Ins Co	NAIC # 11150														
INSURER B: Liberty Mutual Insurance Co	23043														
INSURER C: Philadelphia Indemnity Ins Co	18058														
INSURER D: N.H.M.M. JUA															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 12-13 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			NCPKG0226600	6/17/2012	6/17/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NCAUT0226600	6/17/2012	6/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			NCUMB0226600	6/17/2012	6/17/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC1Z91446010012 (3a.) NH All officers included	6/17/2012	6/17/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Blanket Crime			BDV1649128	3/27/2013	3/27/2014	\$400,000
D	Professional			NHJUA11882	12/30/2012	12/30/2013	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Directors & Officers coverage afforded by policy PHSD727025 & has a limit of \$1,000,000. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER dlcampbell@dhhs.state.nh.u Director Div of Public Health SVCS NH DHHS 29 Hazen Drive Concord, NH 03301-6504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laura Perrin/JSC <i>Laura Perrin</i>
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COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.

FINANCIAL STATEMENTS
FOR THE YEAR ENDED
FEBRUARY 29, 2012
AND
INDEPENDENT AUDITORS' REPORT

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

**FINANCIAL STATEMENTS
FOR THE YEAR ENDED
FEBRUARY 29, 2012
AND
INDEPENDENT AUDITORS' REPORT**

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

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit corporation), as of February 29, 2012 and February 28, 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our 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, 2012 and February 28, 2011, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 21, 2012 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 the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedules on pages 24 through 32 are presented for the purpose of additional analysis and are not a required part of the basic financial statements of the Organization. The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic 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 basic financial statements and certain 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 taken as a whole.

*Leone, McDonnell & Roberts,
Professional Association*

August 21, 2012
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 29, 2012 AND FEBRUARY 28, 2011**

	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 2,114,892	\$ 1,424,147
Accounts receivable	3,431,173	4,626,352
Prepaid expenses	<u>438,993</u>	<u>403,639</u>
Total current assets	<u>5,985,058</u>	<u>6,454,138</u>
PROPERTY		
Land and buildings	4,619,289	4,619,289
Equipment	<u>5,909,477</u>	<u>5,851,172</u>
	10,528,766	10,470,461
Less accumulated depreciation	<u>(5,492,531)</u>	<u>(5,368,125)</u>
Property, net	<u>5,036,235</u>	<u>5,102,336</u>
OTHER ASSETS		
Investments	74,291	67,929
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>213,732</u>	<u>207,370</u>
TOTAL ASSETS	<u>\$ 11,235,025</u>	<u>\$ 11,763,844</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 122,029	\$ 132,907
Accounts payable	2,442,548	2,555,156
Accrued expenses	1,149,313	996,135
Refundable advances	<u>1,504,542</u>	<u>1,750,219</u>
Total current liabilities	5,218,432	5,434,417
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>1,871,566</u>	<u>1,991,881</u>
Total liabilities	<u>7,089,998</u>	<u>7,426,298</u>
NET ASSETS		
Unrestricted	3,127,371	3,369,797
Temporarily restricted	<u>1,017,656</u>	<u>967,749</u>
Total net assets	<u>4,145,027</u>	<u>4,337,546</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 11,235,025</u>	<u>\$ 11,763,844</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 29, 2012
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2011**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2012 Total</u>	<u>2011 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 21,051,500		\$ 21,051,500	\$ 23,080,279
Other funds	3,783,884	\$ 2,485,991	6,269,875	7,604,783
In-kind	1,143,537		1,143,537	1,886,923
United Way	145,880		145,880	153,417
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total revenues and other support	26,124,801	2,485,991	28,610,792	32,725,402
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,436,084</u>	<u>(2,436,084)</u>	<u> </u>	<u> </u>
Total	<u>28,560,885</u>	<u>49,907</u>	<u>28,610,792</u>	<u>32,725,402</u>
EXPENSES				
Compensation	9,208,281		9,208,281	9,383,940
Payroll taxes and benefits	2,305,424		2,305,424	2,201,820
Travel	334,076		334,076	323,197
Occupancy	1,144,249		1,144,249	1,116,042
Program services	11,588,546		11,588,546	13,448,527
Other costs	2,549,575		2,549,575	2,857,325
Depreciation	529,623		529,623	505,848
In-kind	1,143,537		1,143,537	1,886,923
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>28,803,311</u>	<u> </u>	<u>28,803,311</u>	<u>31,723,622</u>
CHANGES IN NET ASSETS	(242,426)	49,907	(192,519)	1,001,780
NET ASSETS - BEGINNING OF YEAR	<u>3,369,797</u>	<u>967,749</u>	<u>4,337,546</u>	<u>3,335,766</u>
NET ASSETS - END OF YEAR	<u>\$ 3,127,371</u>	<u>\$ 1,017,656</u>	<u>\$ 4,145,027</u>	<u>\$ 4,337,546</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 29, 2012 AND FEBRUARY 28, 2011**

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (192,519)	\$ 1,001,780
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	529,623	505,848
Gain on sale of property	(19,068)	(13,000)
(Increase) decrease in current assets:		
Accounts receivable	1,195,179	724,033
Prepaid expenses	(35,354)	(135,411)
Increase (decrease) in current liabilities:		
Accounts payable	(112,608)	(471,961)
Accrued expenses	153,178	12,052
Refundable advances	<u>(245,677)</u>	<u>97,187</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,272,754</u>	<u>1,720,528</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(464,455)	(1,368,038)
Investment in partnership	(6,362)	(8,281)
Proceeds from sale of property	<u>20,000</u>	<u>13,000</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(450,817)</u>	<u>(1,363,319)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	<u>(131,193)</u>	<u>(147,973)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(131,193)</u>	<u>(147,973)</u>
NET INCREASE IN CASH	690,744	209,236
CASH BALANCE, BEGINNING OF YEAR	<u>1,424,148</u>	<u>1,214,911</u>
CASH BALANCE, END OF YEAR	<u>\$ 2,114,892</u>	<u>\$ 1,424,147</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 122,905</u>	<u>\$ 132,739</u>

See Notes to Financial Statements

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

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

STATEMENT OF PURPOSE

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



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

BOARD OF DIRECTORS

	<u>Term Expires</u>
Sara A. Lewko, <i>President</i>	Indefinite
Charles Russell, Esq., <i>Vice-President</i>	3/2014
Dennis Martino, <i>Secretary-Clerk</i>	3/2014
Kathy Goode, <i>Treasurer</i>	Indefinite
Heather Brown	1/2015
Nicolette Clark	1/2016
Susan Koerber	1/2016
Bill Johnson	Indefinite
Karen Painter	Indefinite
Theresa Cromwell	3/2014
Cindy Cantelo	1/2015
Matthew Hayward	1/2016

Public Sector – Indefinite
Elected Sector – 3-year term
Private Sector – 3-year term

enr

ALTON
Senior Center875-7102
Prospect View Housing875-3111

BELMONT
Senior Center267-9867
Heritage Terr. Housing267-8801

BRADFORD
Senior Center938-2104

CONCORD
Area Center225-6880
Head Start224-6492
Early Head Start224-6492
Concord Area
Meals-on-Wheels225-9092
Concord Area Transit225-1989
Horseshoe Pond Place228-6956
WIC/CSFP225-2050
Workplace Success223-2305

EPSOM
Meadow Brook Housing736-8250

FRANKLIN
Area Center934-3444
Head Start934-2161
Early Head Start934-2161
Senior Center934-4151
Family Planning934-4905
Riverside Housing934-5340

KEARSARGE VALLEY
Area Center456-2207
Head Start456-2208
North Ridge Housing456-3398

LACONIA
Area Center524-5512
Head Start528-5334
Early Head Start528-5334
Senior Center524-7689
Family Planning524-5453
Prenatal524-5453
Winnepesaukee Transit528-2496
Workplace Success524-4367

MEREDITH
Area Center279-4096
Senior Center279-5631

OSSIPEE
Family Planning539-7552
Prenatal539-7552

PEMBROKE
Village at Pembroke Farms
Housing485-1842

PITTSFIELD
Senior Center435-8482
Head Start435-6618
Early Head Start435-6611

PLYMOUTH
Family Planning536-3584

SUNCOOK
Area Center485-7824
Senior Center485-4254

TILTON
Senior Center527-8291

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

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

Name of Bureau/Section: BPHCS, Maternal and Child Health - Prenatal

BUDGET PERIOD:	SFY 2014	7/1/13 - 6/30/14	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Ralph Littlefield, Executive Director	\$118,448	0.00%	\$0.00
Brian Hoffman, Deputy Director	\$105,851	0.00%	\$0.00
Susan Wnuk, Director, Community Health and Nutrition Services	\$65,559	2.03%	\$1,330.85
Janice Rowley, Clinical Coordinator	\$24,598	6.99%	\$1,719.41
Caitlin Lauren Dulac, Prenatal Coordinator	\$63,789	19.73%	\$12,585.66
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$15,635.91

BUDGET PERIOD:	SFY 2015	7/1/14- 6/30/15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Ralph Littlefield, Executive Director	\$118,448	0.00%	\$0.00
Brian Hoffman, Deputy Director	\$105,851	0.00%	\$0.00
Susan Wnuk, Director, Community Health and Nutrition Services	\$65,559	2.03%	\$1,330.85
Janice Rowley, Clinical Coordinator	\$24,598	6.99%	\$1,719.41
Caitlin Lauren Dulac, Prenatal Coordinator	\$63,789	19.73%	\$12,585.66
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$15,635.91

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

RALPH LITTLEFIELD

Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
(603) 225-3295 / Rlittlefield@bm-cap.org

EDUCATION

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

EMPLOYMENT

January 1980 – Present

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

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

June 1978 – January 1980

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

1976 – June 1978

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

1974 – 1975

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

1974 – Head Counselor, Summer Neighborhood Youth Corps

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

June 1971 – General Services Director

BRIAN F. HOFFMAN

**Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
(603) 225-3295 / Bhoffman@bm-cap.org**

WORK EXPERIENCE

- 1981 – Present DEPUTY DIRECTOR/FISCAL OFFICER
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
- General supervision and direction of program directors and assists with planning, coordination and implementation of all agency services. Responsible for the financial operation of the Fiscal Department, the programs and the agency.
- 1978-1981 COMMUNITY SERVICES ADMINISTRATOR
Southern New Hampshire Services, Inc.
P.O. Box 5040, Manchester, NH 03108
- 1976-1978 DIRECTOR OF ELDERLY AFFAIRS
Southern New Hampshire Services, Inc.
- 1974-1976 ASSISTANT DIRECTOR OF ELDERLY AFFAIRS
Southern New Hampshire Services, Inc.

EDUCATION

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

PROFESSIONAL ASSOCIATIONS

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

SUSAN M. WNUK

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
P.O. BOX 1016, CONCORD, NH 03302-1016
603-225-3295 / SWNUK@BM-CAP.ORG

EXPERIENCE

- 1992 to Present** **COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**
Director, Community Health and Nutrition Services
- Responsible for overall management of the WIC, and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, STD clinics, HIV Counseling and Testing Services
 - Oversee planning, development, implementation and coordination of all program services 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 Fit WIC, Teen Pregnancy Prevention Project
 - Participation in Smoking Cessation Learning Collaborative
 - Development and implementation of policies and procedures
 - Responsible for grant management and report preparation
- 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.
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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 Commodity Supplemental Food Program Association – Board of Directors 1999-2000
Vice President 2010 – President 2011
- New Hampshire WIC Directors Association – 1992-Present
Chairperson 2010-present Secretary 2000-2008
- Health First Family Care Center – Board of Directors January 2009 - present
- Lakes Region Partnership for Public Health - Board of Directors 2005-present
- Central New Hampshire Health Care Partnership – Founding member 2008 - present
- HEAL - Practice Committee 2009-present
Lakes Region HEAL- 2009- present
CCNTR HEAL – 2009-present
- Bi-State Primary Care Association – Government Relations Committee 2004-present
- Whole Village Family Resource Center – Board of Directors 1995-2000
Chair Personnel Committee 1996-2000
- Capital Area Wellness Coalition - 2010-present

Government

- District Council Participant – 1996-Present
- Legislative Task Force on Perinatal Substance Abuse – 1993-2002
- Legislative Study Committee on Premature Births – 1991
- Attorney General’s Task Force on Child Abuse and Neglect – 1990-1993

Memberships

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

COMMUNITY & VOLUNTEER

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

JANICE M. ROWLEY
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
(603) 524-5453 / jrowley@bmcap-lrfc.org

EDUCATION

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

EMPLOYMENT

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

Caitlin Lauren Dulac

Community Action Program Belknap-Merrimack Counties, Inc.
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QUALIFICATIONS

- New Hampshire RN and APRN licenses
- Adult ARNP certification by the American Nurses Credentialing Center (ANCC)

EXPERIENCE

FAMILY PLANNING/PRENATAL, Coordinator Belknap-Merrimack Community Action, Lakes Region, NH APRN, December 2006-Present

Managed clinical aspects of two Family Planning and STD/HIV testing and prevention sites. Coordinated the state funded Prenatal Program; serving low income, uninsured and underinsured pregnant women. Independently provided gynecological care to women throughout their reproductive years. Managed various contraceptive regimens, inserted IUD's, and provided preventative care. Updated office protocols to meet current evidence based guidelines.

CONCORD UROLOGY, Concord, NH ARNP, August 2004-December 2006

Assessed, evaluated, and treated patients with a wide variety of urologic complaints, while working in collaboration with multiple physicians. Managed patients with recurrent UTIs, urinary incontinence, kidney stones, sexual dysfunction, prostate cancer, interstitial cystitis, and other urologic conditions. Ordered appropriate diagnostic tests. Assisted RN's with triage of acute patients. Assessed patients in the ER, and assisted with hospital rounds.

CONCORD HOSPITAL, Concord, NH Registered Nurse, May 2003-July 2004

Fulfilled responsibilities of a staff RN on a general surgical floor. Prepared patients pre-operatively, and managed post-operative care for 5-6 patients at a time. Assessed patients, managed pain, changed elaborate dressings, administered medications, and coordinated care for patients receiving gastrointestinal, urological, vascular, gynecological, reconstructive and other surgeries. Completed all patient charting using a computerized system.

EDUCATION

MASSACHUSETTS GENERAL HOSPITAL INSTITUTE OF HEALTH PROFESSIONS, Charlestown, MA

- Received MSN in May 2004, specializing in Adult and Women's Health.
- Scholarly Project "Female Sexual Dysfunction or Dissatisfaction: New Evaluation and Assessment Guidelines" April 2004
- Completed a minimum of 256 hours in Adult Primary Care, and 384 hours in Women's Health by May 2004

SMITH COLLEGE, Northampton, MA

- Received B.A. in May 1997, Major in Biological Sciences, Dean's List 1995-1996, 1996-1997
- Participated in Junior Year Abroad Program at the Université de Paris-Sorbonne, 1995/1996
Interned at the Institut de Recherches sur le Cancer du CNRS, creating lineages of transgenic mice.

SKILLS

- Experienced with computerized charting systems (Logician/Centricity and eMD)
- Fluent in French
- Completed the University of Miami CITI Program in the Protection of Human Research Subjects

Budget Form

**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.

Budget Request for: Prenatal Services
(Name of RFP)

Budget Period: July 1, 2013 to June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 50,000.00	\$ -	\$ 50,000.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 50,000.00	\$ -	\$ 50,000.00	

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 50,000.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

Budget Form

**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.

Budget Request for: Prenatal Services
(Name of RFP)

Budget Period: July 1, 2014 to June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 50,000.00	\$ -	\$ 50,000.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 50,000.00	\$ -	\$ 50,000.00	

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 50,000.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -