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

Lori A. Shilbnette  
 Commissioner

Lisa M. Morris  
 Director

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July 13, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services to amend existing contracts with the vendors listed below for the Women, Infants and Children (WIC) Special Supplemental Nutrition Program and Breastfeeding Peer Counseling Program services to low-income women and children, by increasing the total price limitation by \$68,950 from \$11,854,653 to \$11,923,603 with no change to the contract completion dates of June 30, 2021, effective July 1, 2020, or upon Governor approval, whichever is later. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap-Merrimack Counties, Inc.	177203-B003	Concord, NH	\$3,141,902	\$15,538	\$3,157,440	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/05/19 (Item #27)
Greater Seacoast Community Health	154703-B001	Somersworth, NH	\$1,971,666	\$12,880	\$1,984,546	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/05/19 (Item #27)
Southern New Hampshire Services, Inc.	177198-B006	Manchester, NH	\$5,412,828	\$25,364	\$5,438,192	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 06/05/19 (Item #27)



Southwestern Community Services, Inc.	177511- R001	Keene, NH	\$1,328,257	\$15,168	\$1,343,425	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/06/19 (Item #27)
<b>Totals:</b>			<b>\$11,854,653</b>	<b>\$68,950</b>	<b>\$11,923,603</b>	

Funds are available in State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation, if needed and justified.

**See attached fiscal details.**

### **EXPLANATION**

The purpose of these amendments is to increase funding to support supplemental nutritious foods, public health nutrition, and breastfeeding services to pregnant women, postpartum women, infants, and preschool children up to five (5) years of age statewide who are at or below 185% Federal Poverty Level. The support would continue during the COVID-19 pandemic and thereafter as nutrition service operations change in the Women, Infants, and Children clinics.

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

Services are provided to an estimated 15,108 participants each month. It is anticipated that the Women, Infants and Children program will serve a greater number of families during State Fiscal Year 2021 due to the changes in the economy as a result of the COVID-19 pandemic.

Additional funding for each of the local agencies' Women, Infant and Children programs is for the purchase or procurement of new technology, new computer equipment, and additional office supplies to support the implementation of innovative telehealth practices which are necessary to serve the agencies' assigned caseload and to continue the procedures established during the COVID-19 pandemic.

The Department will monitor contracted services quarterly using the following performance measures:

- Increase in the percentage of prenatal clients enrolled in the Women, Infants and Children program by the third (3<sup>rd</sup>) month of pregnancy.
- Increase in the percentage (%) of children three (3) and four (4) years of age who continue enrollment in the Women, Infants and Children program until their fifth (5<sup>th</sup>) birthday.
- Increase in the percentage of infants who are breastfed to six (6) months of age.



- Increase in the number of Women, Infants and Children program clinics that utilize innovative strategies to increase access to Women, Infants and Children program services, retention of participants and improve client satisfaction.
- Increase in the percentage of the caseload served (currently 15,108 participants in New Hampshire) to ninety-five to one-hundred-five percent (95-105%) of the assigned caseload.
- Increase in the access to women, infants, and children as a result of federal waivers approved during the COVID-19 pandemic.

Area served: Statewide

Sources of Funds: CFDA #10.557, FAIN 184NH703W1003; CFDA #10.578, FAINs 174NH781W5413 and 204NH703W1003; and CFDA #10.557, FAIN 194NH743W5003.

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

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner



**Women, Infant & Children (WIC) and Breastfeeding Peer Counseling Services**  
**RFP-2018-DPHS-11-SPECI-01-A04**  
**Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$685,233	\$6,300	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$36,730	\$9,238	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
			<i>Subtotals:</i>	\$3,125,902	\$15,538	\$3,141,440



**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			<i>Subtotals:</i>	<i>\$16,000</i>	<i>\$0</i>	<i>\$16,000</i>
			<b>Totals:</b>	<b>\$3,141,902</b>	<b>\$15,538</b>	<b>3,157,440</b>

**Greater Seacoast Community Health - Vendor Code: 154703-B001**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$428,770	\$8,500	\$437,270



2021	102-500734	Contracts for Program Services	90006022	\$23,545	\$4,380	\$27,925
2021	102-500734	Contracts for Program Services	90006041	\$31,179	\$0	\$31,179
			<i>Subtotals:</i>	<i>\$1,961,966</i>	<i>\$12,880</i>	<i>\$1,974,846</i>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			<i>Subtotals:</i>	<i>\$9,700</i>	<i>\$0</i>	<i>\$9,700</i>
			<b>Totals:</b>	<b>\$1,971,666</b>	<b>\$12,880</b>	<b>\$1,984,546</b>

**Southern New Hampshire Services - Vendor Code: 177198-B006**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,191
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643



2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$17,500	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$58,929	\$7,864	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
			<i>Subtotals:</i>	<i>\$5,382,428</i>	<i>\$25,364</i>	<i>\$5,407,792</i>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<i>Subtotals:</i>	<i>\$30,400</i>	<i>\$0</i>	<i>\$30,400</i>
			<i>Totals:</i>	<i>\$5,412,828</i>	<i>\$25,364</i>	<i>\$5,438,192</i>

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
<del>2018</del>	<del>102-500734</del>	<del>Contracts for Program Services</del>	<del>90006051</del>	<del>\$5,523</del>	<del>\$0</del>	<del>\$5,523</del>
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046



2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$280,775	\$6,650	\$287,425
2021	102-500734	Contracts for Program Services	90006022	\$15,338	\$3,518	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$23,466	\$5,000	\$28,466
			<i>Subtotals:</i>	\$1,299,279	\$15,168	\$1,314,447

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals:</i>	\$6,978	\$0	\$6,978

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals:</i>	<del>\$22,000</del>	<del>\$0</del>	<del>\$22,000</del>
			<b>Totals:</b>	\$1,328,257	\$15,168	\$1,343,425

			<b>GRAND TOTALS:</b>	\$11,854,653	\$68,950	\$11,923,603
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**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC and Breastfeeding Peer Counseling Services Contract**

This 4<sup>th</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at Industrial Park Drive, PO Box 1016 Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (item #45), as amended on June 6, 2018 (item #14); April 17, 2019 (item #23); and June 5, 2019 (item #27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,157,440.
2. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.26, to read:  
2.2.26. The Contractor shall implement and provide ongoing WIC Program remote services.
3. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.27, to read:  
2.2.27. The Contractor shall purchase or procure computer equipment and supplies to implement WIC Program remote services, which includes:
  - 2.2.27.1. Computer laptops and/or tablets that:
    - 2.2.27.1.1 Meet the specifications of the New Hampshire WIC Management Information System and enhancements for Electronic Benefit Transfer;
    - 2.2.27.1.2. Wholly support Windows 10 and accompanying security updates; and
    - 2.2.27.1.3. Are operational no later than September 30, 2020;
  - 2.2.27.2. An SMS/texting notification system; and
  - 2.2.27.3. Mailing supplies.
4. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.28, to read:  
2.2.28. The Contractor shall enhance its Breastfeeding Peer Counselor Program community outreach and promotion services, in accordance with the USDA Loving Support Model and federal allowable costs, by providing services that include, but are not limited to:
  - 2.2.28.1. In-office breastfeeding education and support.



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



- 2.2.28.2. Telephone support.
- 2.2.28.3. In-hospital support.
- 2.2.28.4. On-going training for peer counselors.
- 5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:
  - 1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants and Children; in providing services pursuant to Exhibit A, Scope of Services. The Contractor agrees to provide the services in Exhibit A, Scope of Services and Exhibit A-1, Scope of Services, in compliance with funding requirements.
- 6. Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:
  - 2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Scope of Services.
- 7. Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  - 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-4 Budget – Amendment #4, SFY 2021 BFPC Services.
- 8. Modify Exhibit B-2 Amendment #3, SFY 2021 WIC Services Budget, by replacing in its entirety with Exhibit B-2 Budget – Amendment #4, SFY 2021 WIC Services, which is attached hereto and incorporated by reference herein.
- 9. Modify Exhibit B-4 Amendment #3, SFY 2021 BFPC Services Budget, by replacing in its entirety with Exhibit B-4 Budget – Amendment #4, SFY 2021 BFPC Services, which is attached hereto and incorporated by reference herein.



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



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, July 1, 2021, whichever is later.

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

State of New Hampshire  
Department of Health and Human Services

A handwritten signature in cursive script, appearing to read "Lisa Morris".

6/23/2020

Date

Name: Lisa Morris  
Title: Director

Community Action Program Belknap-Merrimack  
Counties, Inc.

A handwritten signature in cursive script, appearing to read "Jeanne Agri".

6/23/2020

Date

Name: Jeanne Agri  
Title: Executive Director



OFFICE OF THE ATTORNEY GENERAL

*Catherine Pinos*  
Name: \_\_\_\_\_  
Title: 06/26/20

OFFICE OF THE SECRETARY OF STATE

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



**Exhibit B-2 Budget – Amendment #4  
SFY 2021 WIC Services**

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

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

Budget Request for: WIC Program - Women, Infants and Children  
RFP-2018-DPHS-11-SPECI

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 404,825.00	\$ 29,750.00	\$ 434,575.00	
2. Employee Benefits	\$ 95,871.00	\$ 5,884.00	\$ 101,755.00	
3. Consultants	\$ 4,950.00	\$ -	\$ 4,950.00	
4. Equipment:	\$ -	\$ 250.00	\$ 250.00	
Rental	\$ 150.00	\$ -	\$ 150.00	
Repair and Maintenance	\$ 400.00	\$ -	\$ 400.00	
Purchase/Depreciation	\$ 3,950.00	\$ -	\$ 3,950.00	
5. Supplies:	\$ -	\$ 3,300.00	\$ 3,300.00	
Educational	\$ 9,000.00	\$ -	\$ 9,000.00	
Lab	\$ 2,500.00	\$ -	\$ 2,500.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,500.00	\$ -	\$ 2,500.00	
Office	\$ 2,600.00	\$ -	\$ 2,600.00	
6. Travel	\$ 30,000.00	\$ -	\$ 30,000.00	
7. Occupancy	\$ 92,500.00	\$ 3,250.00	\$ 95,750.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 17,300.00	\$ 650.00	\$ 17,950.00	
Postage	\$ 6,650.00	\$ 1,600.00	\$ 8,250.00	
Subscriptions	\$ 150.00	\$ -	\$ 150.00	
Audit and Legal	\$ 3,300.00	\$ 875.00	\$ 4,175.00	
Insurance	\$ 8,200.00	\$ 2,150.00	\$ 10,350.00	
Board Expenses	\$ 1.00	\$ -	\$ 1.00	
9. Software	\$ 150.00	\$ -	\$ 150.00	
10. Marketing/Communications	\$ 1,000.00	\$ 450.00	\$ 1,450.00	
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	
12. Subcontracts/Agreements	\$ 150.00	\$ -	\$ 150.00	
13. Other (specific details mandatory):	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
Special Project NWA	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 692,647.00</b>	<b>\$ 48,159.00</b>	<b>\$ 740,806.00</b>	

Indirect As A Percent of Direct



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

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

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

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 26,230.00	\$ -	\$ 26,230.00	
2. Employee Benefits	\$ 2,600.00	\$ -	\$ 2,600.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 3,500.00	\$ -	\$ 3,500.00	
7. Occupancy	\$ 1,200.00	\$ -	\$ 1,200.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 2,900.00	\$ -	\$ 2,900.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 300.00	\$ -	\$ 300.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Special Projects	\$ 9,238.00	\$ -	\$ 9,238.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 48,968.00</b>	<b>\$ -</b>	<b>\$ 48,968.00</b>	

Indirect As A Percent of Direct

0.0%



# State of New Hampshire

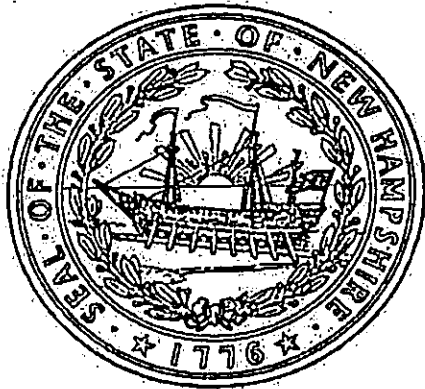
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021

Certificate Number: 0004877148



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. 2020.

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

William M. Gardner  
Secretary of State



Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

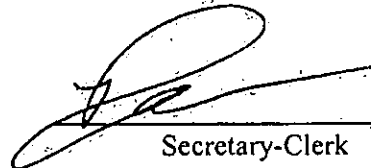
I, Robert Krieger, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 03/12/2020, such authority to be in force and effect until 6/30/2021  
(contract termination date)  
(see attached)

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

Jeanne Agri, Executive Director  
Michael Tabory, Deputy Director  
Steven E. Gregoire, Budget Analyst  
Dennis Martino, President, Board of Directors

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 23 day of JUNE, 2020.

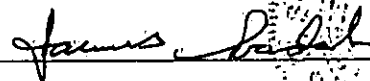
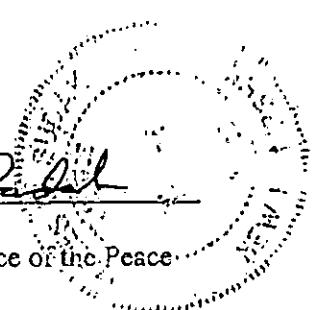
  
Secretary-Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 23 day of JUNE, 2020, before me, JAMES SUDAK the undersigned Officer, personally appeared Robert Krieger who acknowledged himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

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

  
Notary Public/Justice of the Peace  


Commission Expiration Date:



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

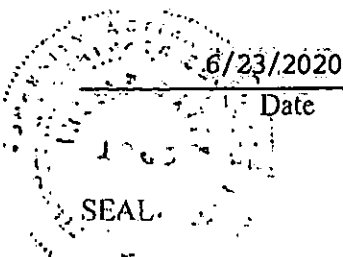
**CORPORATE RESOLUTION**

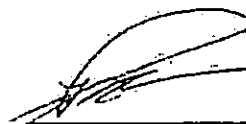
The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on March 12, 2020, and has not been amended or revoked and remains in effect as of the date listed below.



  
\_\_\_\_\_  
Robert Krieger  
Secretary/Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2020

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

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

<b>PRODUCER</b> FIA/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C, No, Ext):</b> (603) 668-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com	
<b>INSURED</b> Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016  Concord NH 03302		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Ins Co <b>INSURER B:</b> Granite State Health Care and Human Services Self- <b>INSURER C:</b> Federal Ins Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 19-20 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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2041343	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2041342	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB694692	10/01/2019	10/01/2020	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 OPERATION below	Y/N N	N/A	HCHS202000000165 (3a.) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2020	04/01/2021	Limit \$1,000,000 Deductible \$5,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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



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

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

### STATEMENT OF PURPOSE

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

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

CAPBMCI Statement of Purpose

ALTON	CONCORD	EPSOM	LACONIA	NEWBURY	SUNCOOK
Senior Center ..... 875-7102	Area Center ..... 225-6880	Meadow Brook Housing ..... 736-8250	Area Center ..... 524-5512	Newbury Commons ..... 763-0360	Area Center ..... 485-7824
Prospect View Housing ..... 875-3111	Head Start ..... 224-6492		Head Start ..... 528-5334		Senior Center ..... 485-4254
	Early Head Start ..... 224-6492		Early Head Start ..... 528-5334		
BELMONT	FRANKLIN			PEMBROKE	TILTON
Heritage Ten. Housing ..... 267-8801	Concord Area ..... 934-3444		Senior Center ..... 524-7689	Village at Pembroke Farms ..... 485-1842	Senior Center ..... 527-8291
	Meals on Wheels ..... 225-9092	Area Center ..... 934-2161	Family Planning ..... 524-5453		
	Concord Area Transit ..... 225-1989	Head Start ..... 934-2161	Workplace Success ..... 524-4367		
	Horseshoe Pond Place ..... 228-6936	Early Head Start ..... 934-2161			
	WIC/CSTP ..... 225-2030	Senior Center ..... 934-4151			
	Workplace Success ..... 223-2305	Riverdale Housing ..... 934-5340			
BRADFORD			MEREDITH	PITTSFIELD	WARNER
Senior Center ..... 938-2104			Area Center ..... 277-4096	Senior Center ..... 435-8482	Area Center ..... 456-2207
				Head Start ..... 435-6618	Head Start ..... 456-2208
				Early Head Start ..... 435-6611	North Ridge Housing ..... 456-3398



*Financial Statements*

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

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018  
AND  
INDEPENDENT AUDITORS' REPORTS**



COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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**Leone,  
McDonnell  
& Roberts**

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

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

**INDEPENDENT AUDITORS' REPORT**

**Report on the Financial Statements**

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2019 and 2018, and the related statements of activities, functional expenses and cash flows, and notes to the financial statements for the years then ended.

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

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

**Auditors' Responsibility**

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

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

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



**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

**Other Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated January 16, 2020, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 16, 2020



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

**STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 28, 2019 AND 2018**

	<b><u>ASSETS</u></b>	
	<b><u>2019</u></b>	<b><u>2018</u></b>
<b>CURRENT ASSETS</b>		
Cash	\$ 1,411,762	\$ 1,751,685
Accounts receivable	2,321,041	2,993,405
Inventory	22,800	26,567
Prepaid expenses	52,632	88,287
Investments	<u>102,522</u>	<u>98,753</u>
Total current assets	<u>3,910,757</u>	<u>4,958,697</u>
<b>PROPERTY</b>		
Land, buildings and improvements	4,749,673	4,634,220
Equipment, furniture and vehicles	<u>5,979,320</u>	<u>6,227,722</u>
Total property	10,728,993	10,861,942
Less accumulated depreciation	<u>6,330,580</u>	<u>6,936,808</u>
Property, net	<u>4,398,413</u>	<u>3,925,134</u>
<b>OTHER ASSETS</b>		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 8,448,611</u></b>	<b><u>\$ 9,023,272</u></b>
	<b><u>LIABILITIES AND NET ASSETS</u></b>	
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 183,269	\$ 172,745
Accounts payable	1,069,165	1,443,697
Accrued expenses	1,066,748	1,056,676
Refundable advances	<u>998,332</u>	<u>1,187,333</u>
Total current liabilities	3,317,514	3,860,451
<b>LONG TERM LIABILITIES</b>		
Notes payable, less current portion shown above	<u>781,385</u>	<u>962,781</u>
Total liabilities	<u>4,098,899</u>	<u>4,823,232</u>
<b>NET ASSETS</b>		
Without Donor Restrictions	3,842,297	3,497,187
With Donor Restrictions	<u>507,415</u>	<u>702,853</u>
Total net assets	<u>4,349,712</u>	<u>4,200,040</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 8,448,611</u></b>	<b><u>\$ 9,023,272</u></b>

See Notes to Financial Statements



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

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2019**

	<b><u>Without Donor Restrictions</u></b>	<b><u>With Donor Restrictions</u></b>	<b><u>2019 Total</u></b>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 19,205,554	\$ -	\$ 19,205,554
Other funds	4,706,408	169,246	4,875,654
In-kind	829,464	-	829,464
United Way	<u>18,227</u>	<u>-</u>	<u>18,227</u>
Total revenues and other support	24,759,653	169,246	24,928,899
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>364,684</u>	<u>(364,684)</u>	<u>-</u>
Total	<u>25,124,337</u>	<u>(195,438)</u>	<u>24,928,899</u>
<b>EXPENSES</b>			
Salaries and wages	8,905,642	-	8,905,642
Payroll taxes and benefits	2,428,774	-	2,428,774
Travel	324,491	-	324,491
Occupancy	1,310,477	-	1,310,477
Program services	8,941,429	-	8,941,429
Other costs	1,707,999	-	1,707,999
Depreciation	330,491	-	330,491
In-kind	<u>829,924</u>	<u>-</u>	<u>829,924</u>
Total expenses	<u>24,779,227</u>	<u>-</u>	<u>24,779,227</u>
<b>CHANGE IN NET ASSETS</b>	345,110	(195,438)	149,672
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,497,187</u>	<u>702,853</u>	<u>4,200,040</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 3,842,297</u>	<u>\$ 507,415</u>	<u>\$ 4,349,712</u>

See Notes to Financial Statements



COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED FEBRUARY 28, 2018**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 17,935,847	\$ -	\$ 17,935,847
Other funds	1,538,501	2,870,131	4,408,632
In-kind	1,147,978	-	1,147,978
United Way	<u>30,517</u>	<u>-</u>	<u>30,517</u>
Total revenues and other support	20,652,843	2,870,131	23,522,974
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>2,811,389</u>	<u>(2,811,389)</u>	<u>-</u>
Total	<u>23,464,232</u>	<u>58,742</u>	<u>23,522,974</u>
<b>EXPENSES</b>			
Salaries and wages	8,295,198	-	8,295,198
Payroll taxes and benefits	2,054,965	-	2,054,965
Travel	281,239	-	281,239
Occupancy	1,222,773	-	1,222,773
Program services	7,979,371	-	7,979,371
Other costs	1,636,269	-	1,636,269
Depreciation	236,706	-	236,706
In-kind	<u>1,147,978</u>	<u>-</u>	<u>1,147,978</u>
Total expenses	<u>22,854,499</u>	<u>-</u>	<u>22,854,499</u>
<b>CHANGE IN NET ASSETS</b>	609,733	58,742	668,475
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>2,887,454</u>	<u>644,111</u>	<u>3,531,565</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 3,497,187</u>	<u>\$ 702,853</u>	<u>\$ 4,200,040</u>

See Notes to Financial Statements



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

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 149,672	\$ 668,475
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	330,491	236,706
Decrease (increase) in current assets:		
Accounts receivable	672,364	(831,433)
Inventory	3,767	(5,037)
Prepaid expenses	35,655	6,028
Decrease (increase) in current liabilities:		
Accounts payable	(374,532)	595,990
Accrued expenses	10,072	37,250
Refundable advances	<u>(189,001)</u>	<u>28,002</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>638,488</u>	<u>735,981</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property	(803,770)	(523,729)
Investment in partnership	<u>(3,769)</u>	<u>(13,528)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(807,539)</u>	<u>(537,257)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of long term debt	<u>(170,872)</u>	<u>(179,383)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(170,872)</u>	<u>(179,383)</u>
<b>NET (DECREASE) INCREASE IN CASH</b>	<u>(339,923)</u>	<u>19,341</u>
<b>CASH BALANCE, BEGINNING OF YEAR</b>	<u>1,751,685</u>	<u>1,732,344</u>
<b>CASH BALANCE, END OF YEAR</b>	<u>\$ 1,411,762</u>	<u>\$ 1,751,685</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	<u>\$ 63,133</u>	<u>\$ 73,582</u>

See Notes to Financial Statements



COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 28, 2019

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,682,073	\$ 223,569	\$ 8,905,642
Payroll taxes and benefits	2,320,432	108,342	2,428,774
Travel	323,333	1,158	324,491
Occupancy	1,293,439	17,038	1,310,477
Program Services	8,941,429	-	8,941,429
Other costs:			
Accounting fees	-	57,892	57,892
Legal fees	19,554	3,520	23,074
Supplies	284,548	-	284,548
Postage and shipping	53,134	-	53,134
Equipment rental and maintenance	2,208	-	2,208
Printing and publications	45,786	3,732	49,518
Conferences, conventions and meetings	22,840	27,848	50,688
Interest	46,478	16,655	63,133
Insurance	143,136	6,760	149,896
Membership fees	9,891	9,093	18,984
Utility and maintenance	214,214	-	214,214
Computer services	37,562	1,304	38,866
Other	701,232	612	701,844
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
Total functional expenses	<u>\$ 24,301,704</u>	<u>\$ 477,523</u>	<u>\$ 24,779,227</u>

See Notes to Financial Statements



COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 28, 2018**

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,026,291	\$ 268,907	\$ 8,295,198
Payroll taxes and benefits	1,948,839	106,126	2,054,965
Travel	279,829	1,410	281,239
Occupancy	1,107,004	115,769	1,222,773
Program Services	7,979,371	-	7,979,371
Other costs:			
Accounting fees	24,915	27,549	52,464
Legal fees	5,137	-	5,137
Supplies	236,553	26,718	263,271
Postage and shipping	49,153	1,052	50,205
Equipment rental and maintenance	1,680	-	1,680
Printing and publications	3,643	27,649	31,292
Conferences, conventions and meetings	13,730	9,544	23,274
Interest	68,274	5,308	73,582
Insurance	123,457	35,257	158,714
Membership fees	19,045	8,668	27,713
Utility and maintenance	185,882	64,390	250,272
Computer services	21,517	17,179	38,696
Other	645,081	14,888	659,969
Depreciation	231,959	4,747	236,706
In-kind	1,147,978	-	1,147,978
Total functional expenses	<u>\$ 22,119,338</u>	<u>\$ 735,161</u>	<u>\$ 22,854,499</u>

See Notes to Financial Statements



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

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization**

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

**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United State of America.

**New Accounting Pronouncement**

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic – 958) - Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has presented these statements accordingly. The ASU has been applied retrospectively to all periods presented.

**Financial Statement Presentation**

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions** include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

**Net assets with donor restrictions** include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.



Donor restricted contributions are reported as increases in net assets with donor restrictions. When restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Organization had net assets with donor restrictions of \$507,415 and \$702,853 at February 28, 2019 and 2018, respectively. See **Note 13**.

#### **Income Taxes**

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2015.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2016 through 2019), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

#### **Property**

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

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

#### **Use of Estimates**

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

#### **Cash and Cash Equivalents**

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

#### **Contributed Services**

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a)



create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

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

#### **In-Kind Donations / Noncash Transactions**

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$829,924 and \$1,147,978 in donated facilities, services and supplies for the years ended February 28, 2019 and 2018, respectively, as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$35,519 and \$292,141 for the years ended February 28, 2019 and 2018, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$793,945 and \$846,237 for the years ended February 28, 2019 and 2018, respectively.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$9,600 for the year ended February 28, 2018. There was no donation for the year ended February 28, 2019.

#### **Advertising**

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2019 and 2018 totaled \$54,461 and \$32,655, respectively.

#### **Inventory**

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

#### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been presented in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

<b><u>Expense</u></b>	<b><u>Method of allocation</u></b>
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment



2. **LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 1,411,762	\$ 1,751,685
Accounts receivable	2,321,041	2,993,405
Investments	102,522	98,753
Line of credit available	<u>200,000</u>	<u>200,000</u>
Total financial assets	<u>4,035,325</u>	<u>5,043,843</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	507,415	702,853
Less net assets with time restrictions to be met in less than a year	<u>                    </u>	<u>                    </u>
Amounts not available within one year	<u>507,415</u>	<u>702,853</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 3,527,910</u>	<u>\$ 4,340,990</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,880,000 and \$3,530,000 respectively, at February 28, 2019 and 2018.

3. **ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2019 and 2018. The Organization has no policy for charging interest on overdue accounts.

4. **REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$998,332 and \$1,187,333 as of February 28, 2019 and 2018, respectively.

5. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2019 and 2018 totaled \$184,961 and \$202,725, respectively.



6. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2019 and 2018, the annual lease expense for the leased facilities was \$480,258 and \$479,964, respectively.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2020	\$ 468,715
2021	368,835
2022	104,206
2023	103,206
2024	103,206
Thereafter	<u>972,603</u>
Total	<u>\$ 2,120,771</u>

7. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$377,163 and \$369,827 at February 28, 2019 and 2018, respectively.

8. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (5.50% and 4.50% at February 28, 2019 and 2018, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2019 and 2018.

9. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	\$ 649,372	\$ 773,551



3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.

64,943 71,843

7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.

250,339 290,132

Total  
Less amounts due within one year

964,654 1,135,526  
183,269 172,745

Long term portion

\$ 781,385 \$ 962,781

The scheduled maturities of long-term debt as of February 28, 2019 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2020	\$ 183,269
2021	194,445
2022	206,317
2023	218,926
2024	133,205
Thereafter	<u>28,492</u>
	<u>\$ 964,654</u>

#### 10. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Land	\$ 168,676	\$ 168,676
Building and improvements	4,580,996	4,465,544
Equipment and vehicles	<u>5,979,321</u>	<u>6,227,722</u>
	10,728,993	10,861,942
Less accumulated depreciation	<u>6,330,580</u>	<u>6,936,808</u>
Property and equipment, net	<u>\$ 4,398,413</u>	<u>\$ 3,925,134</u>

Depreciation expense for the years ended February 28, 2019 and 2018 was \$330,491 and \$236,706, respectively.



11. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2019.

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

12. **CONCENTRATION OF RISK**

For the years ended February 28, 2019 and 2018, approximately \$12,000,000 (48%) and \$11,000,000 (47%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

13. **NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	137,743	127,746
Elder Services	200,912	390,089
NH Rotary Food Challenge	5,068	5,068
Common Pantry	5,534	5,912
Caring Fund	11,811	14,272
Agency – FAP	6,342	14,746
Agency Head Start	137,967	140,979
Other Programs	<u>1,375</u>	<u>3,378</u>
Total net assets with donor restrictions	<u>\$ 507,415</u>	<u>\$ 702,853</u>



14. **RELATED PARTY TRANSACTIONS**

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

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

There was \$139,441 due from CAPBMC Development Corporation at both February 28, 2019 and 2018.

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

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

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

The total amount due from the related parties (collectively) at February 28, 2019 and 2018 was \$185,937 and \$114,032, respectively and is included in accounts receivables.

15. **RECLASSIFICATION**

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

16. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$101,522 and \$97,753 at February 28, 2019 and 2018, respectively.



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

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

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

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

At February 28, 2019 and 2018, the Organization's investments were classified as Level 1 and were based on fair value.

**Fair Value Measurements using Significant Observable Inputs (Level 1)**

	<u>2019</u>	<u>2018</u>
Beginning balance – mutual funds	\$ 97,753	\$ 84,225
Total gains (losses) – mutual funds	3,769	9,528
Purchases	<u>-</u>	<u>4,000</u>
Ending balance – mutual funds	<u>\$ 101,522</u>	<u>\$ 97,753</u>

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

The Organization also has \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 28, 2019 and 2018.



**17. FISCAL AGENT**

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

**18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 16, 2020, the date the financial statements were available to be issued.



**SUPPLEMENTAL INFORMATION**

**(See Independent Auditors' Report)**



COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2019**

<b>FEDERAL GRANTOR/ PROGRAM TITLE</b>	<b>CFDA NUMBER</b>	<b>PASS THROUGH NAME</b>	<b>IDENTIFYING NUMBER</b>	<b>FEDERAL EXPENDITURES</b>	<b>PASSED THROUGH TO SUB-RECIPIENTS</b>
<b><u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u></b>					
Head Start	93.600		01CH2052-04-01/01CH2052-05-01	\$ 4,242,842	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	G-1771881NHLIEA	4,378,859	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	G-1771881NHLIEA	255,523	
Low Income Home Energy Assistance Program-HRRP	93.568	State of New Hampshire	G-1771881NHLIEA	171,400	
			<b>TOTAL</b>	<b>4,805,562</b>	
Community Services Block Grant	93.569	State of New Hampshire	G-1881NHCOSR	405,924	
Social Services Block Grant-Home Delivered & Congregate	93.657	State of New Hampshire	05-95-48-481010-9255	314,788	
Social Services Block Grant-Service Link	93.657	State of New Hampshire	545-500367	18,497	
			<b>TOTAL</b>	<b>333,285</b>	
<b><u>TANF CLUSTER</u></b>					
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-6146	2,821	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-61270000	245,825	
			<b>CLUSTER TOTAL</b>	<b>248,646</b>	
<b><u>AGING CLUSTER</u></b>					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	05-95-48-481010-7872	187,813	
Title III, Part B-SEAS	93.044	State of New Hampshire	G-1771881NHLIEA	10,004	
Title III, Part C-Congregate Meals	93.045	State of New Hampshire	05-95-48-481010-7872	133,829	
Title III, Part C-Home Delivered	93.045	State of New Hampshire	05-95-48-481010-7872	290,410	
NSIP	93.053	State of New Hampshire	1058477	387,527	
			<b>CLUSTER TOTAL</b>	<b>1,019,378</b>	
<b><u>CHILD CARE AND DEVELOPMENT FUND CLUSTER</u></b>					
Child Care & Development Block Grant	93.575	State of New Hampshire		514,168	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire		44,808	
			<b>CLUSTER TOTAL</b>	<b>558,974</b>	
<b><u>MEDICAID CLUSTER</u></b>					
Medical Assistance Program	93.778	State of New Hampshire	102-500731	92,382	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	84,386	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	U62F5003655	8,518	
<b><u>MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER</u></b>					
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire	05-95-90-902010-0831	111,058	
ACA - Aging & Disability Resource Center	93.517	State of New Hampshire	102-500731	12,521	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	47,245	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	15,506	
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire	102-500731	24,230	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	7,878	
			<b>HHS TOTAL</b>	<b>\$ 12,018,155</b>	
<b><u>US DEPARTMENT OF AGRICULTURE</u></b>					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	184NH703W1003	760,651	
WIC Grants to States	10.578	State of New Hampshire	174NH781W5413	28,555	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y8303	71,243	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	238,155	
<b><u>CHILD NUTRITION CLUSTER</u></b>					
Summer Food Service Program For Children	10.659	State of New Hampshire	NONE PROVIDED	157,273	

See Notes to Schedule of Expenditures of Federal Awards



Continued

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
<b>FOOD DISTRIBUTION CLUSTER</b>					
Commodity Supplemental Food Program	10 565	State of New Hampshire	15154NR1814Y2805	\$ 544,048	\$ 345,945
Emergency Food Assistance Program-Administration	10 568	State of New Hampshire	81750000	218,265	
Emergency Food Assistance Program	10 569	State of New Hampshire	81750000	1,592,513	1,592,513
			CLUSTER TOTAL	2,354,826	
Trade Mitigation	10.178	State of New Hampshire	NONE PROVIDED	503,391	503,391
Rural Housing Preservation Grant	10.433			8,826	
			USDA TOTAL	\$ 4,123,920	\$ 2,441,849
<b>CORPORATION FOR NATIONAL &amp; COMMUNITY SERVICES</b>					
<b>FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER</b>					
Senior Companion Program	94.016		16SCAN/H001	\$ 380,743	
			CNCS TOTAL	\$ 380,743	
<b>US DEPARTMENT OF TRANSPORTATION</b>					
Formula Grants for Rural Areas-Concord Transit	20 509	State of New Hampshire-Department of Transportation	NH-18-X048	\$ 561,001	
<b>TRANSIT SERVICES PROGRAMS CLUSTER</b>					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20 513	State of New Hampshire-Department of Transportation	NH-18-X043	41,190	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20 513	State of New Hampshire-Department of Transportation	NH-18-X043	42,168	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20 513	State of New Hampshire-Department of Transportation	2 buses	475,998	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20 513	State of New Hampshire-Department of Transportation Merrimack County	NH-65-X001	48,492	
			CLUSTER TOTAL	607,855	
FEDERAL TRANSIT CLUSTER				6,985	
Bus and Bus Facilities Formula & Discretionary Program	20 526				
			DOT TOTAL	\$ 1,175,841	
<b>US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>					
Supportive Housing Program-Outreach	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	\$ 169,659	
Supportive Housing Program-Homeless	14.235	State of New Hampshire	NONE PROVIDED	25,918	
Supportive Housing Program	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	96,839	
			TOTAL	292,413	
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927-102-500731	110,347	
Continuum of Care Program	14.267	State of New Hampshire	05-95-42-423010-7927-102-500731	92,226	
			HUD TOTAL	\$ 494,985	
<b>US DEPARTMENT OF ENERGY</b>					
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	EE0006169	\$ 183,288	
			DOE TOTAL	\$ 183,288	
<b>US DEPARTMENT OF LABOR</b>					
Senior Community Service Employment Program	17.235	State of New Hampshire	1044701	\$ 422,884	
<b>WIAWIOA CLUSTER</b>					
WIAWIOA - Adult Program	17.258	Southern New Hampshire Services	0510-53360000-102-500731	80,308	
WIAWIOA - Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services	0510-53360000-102-500731	47,081	
			CLUSTER TOTAL	107,389	
			DOL TOTAL	\$ 530,073	
			TOTAL	\$ 18,307,608	\$ 2,441,849

See Notes to the Schedule of Expenditures of Federal Awards



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

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2019**

**NOTE 1      BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

**NOTE 3      INDIRECT COST RATE**

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

**NOTE 4      FOOD COMMODITIES AND VEHICLES**

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



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

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2019 and 2018, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated January 16, 2020.

**Internal Control Over Financial Reporting**

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

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



Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2019-001 that we consider to be a material weakness.

**Compliance and Other Matters**

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

**Purpose of this Report**

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

*Leone McDonnell & Roberts  
Professional Association*

Concord, New Hampshire  
January 16, 2020



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

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

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

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

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2019. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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



**Opinion on Each Major Federal Program**

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2019.

**Report on Internal Control Over Compliance**

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

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

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

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

*Seane McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 16, 2020



COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 28, 2019**

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. One material weakness relating to the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:  
U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program 93.568, Aging Cluster, 93.044, 93.045 and 93.053, Social Services Block Grant 93.667, U.S. Department of Agriculture, Women, Infants and Children 10.557, U.S. Department of Transportation, Formula Grants for Rural Areas 20.509, Enhanced Mobility of Seniors and Individuals with Disabilities 20.513.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.



## **FINDINGS - FINANCIAL STATEMENTS AUDIT**

### **MATERIAL WEAKNESS**

2019-001

*Condition:* The financial statements presented to the auditor at the beginning of fieldwork understated net income by a material amount. This was primarily the result of improper cut off due to revenue related to the fiscal year under audit being recorded to the subsequent period.

*Criteria:* The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis and a review is completed prior to closing the financial records for the year.

*Cause:* The Organization lost staff and their accumulated knowledge of Fiscal Department processes and procedures. This led to general ledger entries being posted late or mis-posted.

*Effect:* Significant adjusting journal entries were proposed by the auditor to ensure accurate revenue cut off for the period under audit. Additionally, the auditor proposed a significant adjusting entry to reduce expenses as a result of workers' compensation insurance expenses being over-accrued.

*Recommendations:* The auditors recommend that the Organization implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. Further, the auditors recommend that the financial closing process be simplified and include a review of all significant balance sheet and profit and loss accounts.

*Views of Responsible Officials:* Staff turnover and short staffing resulted in the errors leading to this finding. Agency Officials recognize the need to ensure the presence of qualified staff for operational continuity. The Organization will implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. The Director of Finance will also develop procedures to produce financial reports on a periodic basis.

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

None





Effective April 2020

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

**BOARD OF DIRECTORS**

Dennis Martino, <i>President</i>	Heather Brown
David Siff, Esq., <i>Vice President</i>	Theresa M. Cromwell
Safiya Wazir, <i>Treasurer</i>	Christine Averill
Robert (Bob) Krieger, <i>Secretary-Clerk</i>	Ben Wilson, AAMS®
Sara A. Lewko	A. Bruce Carri, CFP, CPA EA
Kathy Goode	

Current fiscal year (3/1/20 – 2/28/21) board meetings – 3/12/20, 5/14/20, 9/10/20, 11/12/20, 1/14/21



## EXPERIENCE

1992 to  
Present

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

Director, Community Health and Nutrition Services

- Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Title X Family Planning, Teen Clinic, HIV and Hepatitis C testing in correctional facilities and serves as the Statewide Administrator for Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program,
- Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations
- Fiscal management including budget preparation, monitoring, fundraising, and reports
- Responsible for hiring, personnel management
- Oversee special grant projects including Oral Health initiatives and statewide coordination of WIC Lead Screening.
- Development and implementation of policies and procedures
- Oversee quality improvements plans for all program services
- Responsible for grant management and report preparation
- Represents agency on local Boards of Directors, Coalitions, and Partnership

1991-1992

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

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

1989-1992

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

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

1987-1989

Director, Family Planning and HIV Counseling and Testing Services

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

1986-1987

Family Planning Program Director

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

1980-1985

### CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE

Social Worker – Social Services Department

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



**EDUCATION**

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

**PROFESSIONAL ASSOCIATIONS****Board of Directors and Committees**

- National WIC Association  
     Board of Directors 2013- present
  - Chair - Local Agency Section representing 7 USDA defined Regions - 2016-17
  - Northeast Region Local Agency Representative - 2013- present
  - NH Representative to Local Agency Section - 2010-present
  - NWA/USDA Food and Nutrition Services - Verification of Certification Task Force – Local Agency Representative - 2015-16
  - NWA Chair of Recruitment and Retention of RD's in WIC Task Force – 2018 to present
- National Commodity Supplemental Food Program Association  
     President Board of Directors 2011  
     Vice President Board of Directors 2010
  - *Marketing Committee- Chair 2012-2014*
  - *Board of Directors Local Agency Representative 1999-2000*
- New Hampshire WIC Directors Association - 1992-Present  
     *Chairperson 2010-present*  
     *Secretary 2000-2008*
- NH Hunger Solutions Coalition 2011-present  
     *NH Roadmap to End Childhood Hunger*
- Health First Family Care Center - Board of Directors - January 2009-present
- Partnership for Public Health - Board of Directors - 2005-2015
- Winnepesaukee Public Health Council – Executive Committee - 2014 to present Co-Chair 2020 - present
- Capital Area Public Health Network – Public Health Advisory Council Executive Committee 2014-present
- Upper Valley Hunger Council – 2015 to present.
- Public Health Council of the Upper Valley – 2014 to present
  - *HEAL and Oral Health Committees – 2016 to present*
- Central New Hampshire Health Care Partnership - Founding member 2008-present
- HEAL - Statewide Practice Committee - 2009-2012  
     Lakes Region HEAL - 2009-present  
     CCNTR HEAL - 2009-2012
- Bi-State Primary Care Association – *Operations and Government Relations Committee 2004-2019*
- Whole Village Family Resource Center - *Board of Directors 1995-2000*  
     *Chair Personnel Committee 1996-2000*
- Capital Area Wellness Coalition – 2010-present  
     *Healthy Foods Subcommittee*

**Government Task Forces and Legislative Committees**

- Legislative Task Force on Perinatal Substance Abuse – 1993-2002
- Legislative Study Committee on Premature Births – 1991
- Attorney General's Task Force on Child Abuse and Neglect – 1990-1993
- National Family Planning and Reproductive Health Association – 1986-Present

**COMMUNITY & VOLUNTEER**

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



# Elise Perry

## Work Experience

### WIC and CSFP Program Manager Community Action Program Belknap-Merrimack Counties, Inc. / June 2019-Present

Responsible for overseeing daily operational needs of the Women, Infant and Children Program (WIC) and the Commodity Supplemental Food Program (CSFP) throughout four service counties. Daily duties include but not limited to: training and performance of staff and programs, outreach, scheduling, inventory management as well as maintaining Nutritionist role in clinics.

- Monitor staff attendance, scheduling needs and payroll timesheets.
- Manage equipment and operational inventory needs.
- Hiring and training of employees including staff meetings and quality improvement methods.
- Keeping Policy and Procedures from State and Federal Agencies up to date and executed.
- Community Outreach with public health programs, physician offices and community partners.
- Conduct individual assessments and provide counseling support for breastfeeding, pregnant and postpartum women, infants and children to age 5.

### OPERATIONS MANAGER/HEALTH COACH Profile by Sanford MA Region / November 2018-June 2019

Responsible for overseeing operational needs of company including but not limited to: training and performance of Health Coaches, business development, scheduling, inventory management, promotional events, etc.

- Generate revenue by exhibiting strong and effective business development/sales skills, and providing excellent customer service to potential, new and existing customers.
- Forecast and manage store budgetary needs and oversee all other final aspects including; payroll, deposits, and purchasing.
- Health Coach for members looking for sustainable weight loss, performance and medical needs.

### MANAGER The Juicery, LLC MA Region / February 2016 – November 2018

Responsible for achieving store quotas as well as day-to-day operations of the store, including recruiting employees, business growth, development of workflows, scheduling, inventory management, and promotional events.



- Provide leadership, training and mentoring to over 25 employees to optimize the workflows relative to delivery of service.
- Created written nutritional and marketing content for various brand communications including in-store collateral, email, brand ambassador management and digital marketing.
- Generated revenue by exhibiting strong and effective business development/sales skills, and providing excellent customer service to potential, new and existing customers. Responsible for the forecast and management of the store budgetary needs and oversee all other final aspects including; payroll, deposits, and purchasing.

**CLINIC NUTRITIONIST Southern New Hampshire Services Manchester, NH / August 2014 – March 2016**

Responsible for providing nutritional services to WIC participants according to local, state and federal guidelines. Conduct individual assessments and provide counseling support for breastfeeding, pregnant and postpartum women, infants and children to age 5.

- Provide nutrition counseling to pregnant, postpartum and breastfeeding women, infants and children.
- Coordinate with WIC intake specialists to complete all stages of client certification process including careening, assessment, counseling, documentation and follow up.
- Assist in development and implementation of nutrition education displays and demonstrations at permanent and mobile clinic sites.
- Measured weights, heights and hemoglobin in the clinic with proficiency as well as looked for other risk factors associated with pregnancy and infancy.

**PROGRAM COORDINATOR Southern New Hampshire Services Manchester, NH / October 2013 – March 2016**

- Facilitated local delivery of the national CATCH (Coordinated Approach to Children Health) Healthy Habits evidence-based program to increase healthy behaviors in children. Duties included recruiting and training volunteers to serve as nutrition and fitness ambassadors in local public schools. As the coordinator I developed community partnerships and created marketing collateral to increase reach and expand on service areas while overseeing the development, implementation, and delivery of new programming to include Healthy Habits for Adults Workshops throughout Southern New Hampshire.

**Education**

*Health Coach Certification Institute for Integrated Nutrition, New York, NY*

Certification Date: November 2018

*Masters of Public Health The University of New Hampshire, Manchester, NH*

Graduation Date: May 8, 2015

*Bachelor of Science, Food Science and Human Nutrition The University of Maine, Orono, ME*

Graduation Date: May 11, 2013



# JESSICA FAVAZZA, RDN

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## University of New Hampshire

- B.S. Nutrition, Dietetics ... 2018
- A.A.S. Culinary Arts & Nutrition ... 2013

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## Dietetic Internship

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### Clinical - Anna Jaques Hospital Newburyport, MA

- Participated in multi disciplinary rounds.
- Independently screened and assessed patients on ICU, cardiac, and orthopedic units.
- Attended monthly hospital run cardiac rehab.
- Assessed and requested orders for tube feeds.
- Trained in Meditech EMR

### Long Term Care - Fairview Assisted Living Hudson, NH

- Assessed needs and nutrition status of geriatric population.
- Conducted a sodium free flavoring educational seminar.
- Participated in patient status with staff and family.

### Communications & Marketing - Wellness Workdays

#### Hingham, MA

- Created effective communications and marketing materials using software designed for corporate wellness.
- Attended biometric screening and took part in training.

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## Wellness Workdays ... April, 2019 Dietetic Internship

- Completed 1200 supervised hours.
- Communications and marketing concentration.

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### Community - WIC & CAP Offices Concord, NH

- Lead education sessions and created teaching tools for prenatal care, WIC benefits, and breast feeding.
- Participated in WIC staff training.
- Observed and participated in nutrition counseling with WIC RD as well as observed lead and iron testing.

### Private Practice - Ellen Byron & Associates Haverhill, MA

- Completed motivational interviewing consults under RD/CDE supervision.
- Trained staff on converting information to electronic medical records.
- Conducted grocery store tours for clients.

### Food Service - Oyster River Cooperative School District

#### Durham, NH

- Conducted in-service on food allergies and safety audits for schools district wide.
- Aided in the process of free and reduced school lunches.

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## Work Experience

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### WIC & Community Action Program Belknap-Merrimack Counties FIT WIC & Nutrition Coordinator

July 2019 - Current

- Work with pregnant women, infants, and children to promote health and wellness.
- Oversee special formula request and audits.
- Engage with the community for outreach to medical offices, community centers, and Head Start.
- Encourage breastfeeding promotion and education to clients.
- Educate families on healthy eating and other resources available to them in the community.

### Ellen Byron & Associates, Haverhill MA Nutrition Intern/Administrative Assistant

May 2017 - August 2018

- Worked directly with RD/CDE in a private practice setting; transcribed notes, answered phones, and organizing appointments.
- Reviewed and made teaching tools used for clients to supplement their consult and education.
- Contacted insurance companies regarding benefits and process claims.
- Reviewed and sent notes to medical doctor offices pertinent to clients health.

### Oyster River Cooperative School District, Lee NH Food Service Manager

March 17, 2014- June 2016

- Managed inventory and food service employees in a school kitchen to provide daily breakfast and lunch to children.
- Taught after school cooking and nutrition classes to children in grades 1-4 with their parents in groups of ten.
- Worked to ensure food security for low income students through National School Lunch & Breakfast Program.
- Lead cooking classes and community environmental groups in collaboration with interdisciplinary team.

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## Certifications & Awards

- 
- Servsafe Certification
  - School Nutrition Association Certification
  - Member of the Academy of Nutrition & Dietetics

- 
- USDA Award of Excellence - For winning bronze in HealthyUS Schools Challenge



# COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

## JOB DESCRIPTION

Position Title:	WIC Breastfeeding and Peer Counseling Program Coordinator
Department:	WIC
Reports To:	WIC/CSFP Program Manager
Supervises:	Breastfeeding Peer Counselors
FLSA Status:	Non-Exempt
Last Revised/Approved:	September 2019

**Position Summary:** To provide overall direction and program development for the WIC Breastfeeding Peer Counseling Program at the local WIC agency level. Ensure promotion, recruitment and delivery of peer counseling services to WIC participants; as well as provide direct supervision of peer counselors.

### **Essential Duties and Responsibilities:**

#### **Coordinator Responsibilities:**

1. Assists in establishing WIC program breastfeeding goals and objectives for the local agency and completes workplan activities during the course of the fiscal year.
2. Oversees the development and implementation of activities, services, training and evaluation of the Breastfeeding Peer Counseling Program using FNS/USDA's *Loving Support* model.
3. Assists with recruitment of and provides recommendation on hiring of breastfeeding peer counselors in accordance with the *Loving Support* model.
4. Promotes the peer counseling program with local agency clinic staff
5. Maintains internal policies and procedures and assists with maintaining the policy and procedure manual for the Breastfeeding Peer Counseling Program.
6. Assists Program Manager with development of monthly schedule for peer counselors.
7. Provides ongoing weekly and monthly supervision and guidance to breastfeeding peer counselors.
8. Conducts regular staff meetings and trainings with peer counselors and maintains minutes of the meetings. Including providing initial training for new peer counselors.
9. Provides breastfeeding training of local WIC clinic and nutrition staff in partnership with the WIC/CSFP Program Manager.
10. Conducts outreach to community organizations/agencies and medical providers/facilities providing services to pregnant and breastfeeding women.
11. Arranges for appropriate evaluation and monitoring of program activities. This includes providing the Program Director and WIC/CSFP Program Manager with regular updates on the Breastfeeding Peer Counseling Program activities.
12. Completes required reports and documents on the Breastfeeding Peer Counseling Program for the Agency and the State WIC Nutrition Program.



13. Maintains an accurate monthly inventory of breastfeeding program supplies and equipment including breastpumps and other materials.
14. Develops and implements breastfeeding education demonstrations and exhibits that are conducted at all clinic sites for staff or participants.
15. Coordinates breastfeeding promotion activities and partnerships with WIC in the community.
16. Assists with developing breastfeeding peer counseling program promotion materials for use by WIC participants.

Counselor Responsibilities:

1. Attends assigned WIC clinics to meet with prenatal participants and assists the WIC nutrition staff in counseling WIC participants on the advantages of breastfeeding. Provides WIC participants information about the WIC breastfeeding support program.
2. Refers mothers according to clinic-established protocols to the WIC nutritionist, the mother's physician, or community services.
3. Provides information on the benefits, and reasons to breastfeed to prenatal women who are interested in breastfeeding in accordance with agency policies and procedures and in accordance with the *Loving Support for Breastfeeding Model*.
4. Provides information, support and referrals for women in managing common maternal and infant breastfeeding problems that may occur
5. Receives referrals from peer counselors and WIC clinic staff regarding more advanced level follow-up needed with new mothers.
6. Is available outside usual clinic hours to mothers who are having breastfeeding problems.
7. Issues breast pumps following agency protocols for mothers who are separated from their babies or who are experiencing breastfeeding problems, making appropriate referrals when more complex problems occur.
8. Refers mothers according to clinic-established protocols to the WIC nutritionist, the mother's physician/medical provider, or community services.
9. Teaches breastfeeding classes for pregnant and postpartum mothers, and leads breastfeeding support groups.
10. Coordinates referrals to appropriate health and social service resources as needed.
11. Completes participant intake eligibility process to maintain clinic flow.
12. Assists with general clerical duties including filing and other duties requested by the Program Manager.
13. Responds to walk-in and telephone requests for information about WIC breastfeeding services and other agency and community services.
14. Completes and maintains required breastfeeding education documentation, referrals, and other program data as required by the state contract in the StarLINC computer system.
15. Develops and maintains knowledge and working understanding of StarLINC system and its applications and completes necessary computer procedures to maintain StarLINC and equipment as required by state.
16. Attends all local WIC staff meetings and other educational trainings and conferences for professional development.
17. Maintains knowledge of federal, state and agency policies and procedures and current breastfeeding developments and findings affecting women and infants, as related to WIC.
18. Any other duties as assigned by your supervisor for the benefit of the program and/or agency.



**Non-Essential Duties and Responsibilities:**

1. Performs additional duties as assigned by your supervisors for the benefit of the program.

**General Expectations**

1. Be committed to the Agency's Mission, Vision and Values.
2. Maintain adequate knowledge of all CAPBMCI programs in order to make referrals to other CAPBMCI programs beneficial to the client, his/her family or friends.
3. Maintain professional boundaries with all current, past, and prospective clients, and maintain the confidentiality of clients and staff, in accordance with CAPBMCI policy and procedure. Adhere strictly to confidentiality of client, co-worker, and internal business information.
4. Present professional and positive image as a representative of CAPBMCI.
5. Follow established policies and procedures and comply with all safety requirements.
6. Communicate proactively with the supervisor regarding work flow, problems, suggestions, etc.
7. Attend team and staff meetings as scheduled.
8. Contribute to a positive, team-oriented work environment.
9. Be punctual for scheduled work and use time appropriately.
10. Perform required amount of work in a timely fashion with a minimum of errors.

**Physical Requirements:**

*The physical requirements described here are representative of those that must be met by the Incumbent to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, the employee is required to stand; walk; sit; repetitively use hands to finger, handle, or feel, including operation of a standard computer keyboard; reach with hands and arms and talk, bend, stoop, crouch, see and hear; and lift and carry up to 40 pounds. Specific vision abilities required by the job include close vision, distance vision, and the ability to adjust focus.

**Work Environment:**

*The work environment characteristics described here are representative of those the incumbent encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

**Qualifications Needed for Position:**

**Experience and Skill Requirements:**

1. Knowledge of breastfeeding practices and program planning and implementation.
2. Ability to work effectively as part of a health care team.
3. Experience in community nutrition or other health services.
4. Experience in counseling breastfeeding women.
5. Ability to communicate effectively with people of varying economic, cultural, ethnic and educational backgrounds in a professional manner.
6. Ability to accept direction and work independently.
7. Knowledge of and ability to use office software applications and computer.



8. Must have a current NH license and a reliable source of transportation to be used in fulfilling responsibilities of position. (See Insurance Requirements on page 19 of Agency's Personnel Policy Manual.)

**Education Requirements:**

1. BS, BA in Nutrition Science, Social Science, Liberal Arts, Nursing or related health field.
2. Currently certified as a Certified Lactation Counselor (CLC), or similar 40 hour advanced lactation course. International Board Certified Lactation Consultant (IBCLC) is preferred. Must maintain certification during employment.

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**\*\* All requirements and skills are considered to be essential, unless otherwise indicated. \*\***

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I have read and understand the above description, and I am confident that I will be able to meet the requirements of this job.

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**Employee Signature**

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**Date**

---

**Supervisor Signature**

---

**Date**



**Department of Health and Human Services**

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

**WIC and Breastfeeding Peer Counseling Services**

**July 1, 2020 – June 30, 2021**

**KEY PERSONNEL**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Susan M. Wnuk	Director, Community Health & Nutrition Services	\$66,866	59.99%	\$40,113.00
Elise Perry	WIC/CSFP/BFPC Program Manager	\$53,137.5	100.00%	\$53,137.50
Jessica Favazza	Nutrition Coordinator	\$48,262	100.00%	\$48,262.00
To be hired	Breastfeeding Peer Counseling Program Coordinator	\$24,050	100.00%	\$24,050.00





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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

April 29, 2019

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

**REQUESTED ACTION**

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

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



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

**See Attached Fiscal Details**

**EXPLANATION**

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

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

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

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

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

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

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



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

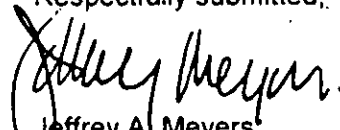
Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives healthy nutrition education that could improve health outcomes, and lower medical costs.

Area Served: Statewide

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

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



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

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

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

**PO 1058083**

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

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

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



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

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

**Goodwin Community Health**

**PO 1058084**

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

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



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

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

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

**Southern New Hampshire Services**

**PO 1058085**

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



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

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

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

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

**Southwestern Community Services**

**PO 1058099**

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



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

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

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

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

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



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

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

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

**PO 1058083**

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

**Goodwin Community Health**

**PO 1058084**

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

**Southern New Hampshire Services**

**PO 1058085**

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

**Southwestern Community Services**

**PO 1058099**

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

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

**Southwestern Community Services**

**PO 1058099**

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



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

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





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

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

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

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

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

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

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

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

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





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

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

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

State of New Hampshire  
Department of Health and Human Services

Name: LISA MORRIS  
Title: DIRECTOR, DPHS

4/29/19  
Date

Community Action Program Belknap-Merrimack Counties,  
Inc.

Name: Jeanne Agri  
Title: Executive Director

4/17/2019  
Date

**Acknowledgement of Contractor's signature:**

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

  
Signature of Notary Public or Justice of the Peace

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

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





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

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

**OFFICE OF THE ATTORNEY GENERAL**

5/3/2019  
Date

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

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

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



**EXHIBIT B-1 Amendment #3**  
**SFY 2020 WIC Services Budget**  
**New Hampshire Department of Health and Human Services**

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

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

*RFP-2018-DPHS-11-SPEC1*

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

Line Item	Total Program Cost		
	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 405,500.00	\$ 29,850.00	\$ 435,350.00
2. Employee Benefits	\$ 98,750.00	\$ 7,101.00	\$ 105,851.00
3. Consultants	\$ 4,500.00		\$ 4,500.00
4. Equipment:			
Rental			
Repair and Maintenance	\$ 1,000.00		\$ 1,000.00
Purchase/Depreciation	\$ 1,200.00		\$ 1,200.00
5. Supplies:			
Educational	\$ 2,500.00		\$ 2,500.00
Lab	\$ 4,250.00		\$ 4,250.00
Pharmacy			
Medical	\$ 2,750.00		\$ 2,750.00
Office	\$ 2,500.00	\$ 3,300.00	\$ 5,800.00
6. Travel	\$ 29,500.00		\$ 29,500.00
7. Occupancy	\$ 94,500.00	\$ 3,250.00	\$ 97,750.00
8. Current Expenses			
Telephone	\$ 13,500.00	\$ 250.00	\$ 13,750.00
Postage	\$ 6,250.00	\$ 1,320.00	\$ 7,570.00
Subscriptions other			
Audit and Legal	\$ 3,300.00	\$ 875.00	\$ 4,175.00
Insurance	\$ 8,200.00	\$ 2,300.00	\$ 10,500.00
Board Expenses other			
9. Software	\$ 1,000.00		\$ 1,000.00
10. Marketing/Communications	\$ 500.00		\$ 500.00
11. Staff Education and Training	\$ 2,500.00		\$ 2,500.00
12. Subcontracts/Agreements			
13. Other (specific details mandatory):			
Agency Computer Fees	\$ 1,650.00	\$ 450.00	\$ 2,100.00
Special Project/Computers purchased with carryforward funds			
<b>TOTAL</b>	<b>\$ 683,850.00</b>	<b>\$ 48,656.00</b>	<b>\$ 732,506.00</b>

Indirect As A Percent of Direct

7.1%



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

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

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

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

RFP-2018-DPHS-11-SPEC1

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

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

Indirect As A Percent of Direct

7.1%



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

New Hampshire Department of Health and Human Services

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

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

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 28,050.00		\$ 28,050.00				\$ -	\$ -	\$ -
2. Employee Benefits	\$ 3,205.00		\$ 3,205.00				\$ -	\$ -	\$ -
3. Consultants							\$ -	\$ -	\$ -
4. Equipment:							\$ -	\$ -	\$ -
Rental							\$ -	\$ -	\$ -
Repair and Maintenance							\$ -	\$ -	\$ -
Purchase/Depreciation							\$ -	\$ -	\$ -
5. Supplies:							\$ -	\$ -	\$ -
Educational							\$ -	\$ -	\$ -
Lab							\$ -	\$ -	\$ -
Pharmacy							\$ -	\$ -	\$ -
Medical							\$ -	\$ -	\$ -
Office	\$ 100.00		\$ 100.00				\$ -	\$ -	\$ -
6. Travel	\$ 3,500.00		\$ 3,500.00				\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00		\$ 1,000.00				\$ -	\$ -	\$ -
8. Current Expenses							\$ -	\$ -	\$ -
Telephone	\$ 2,500.00		\$ 2,500.00				\$ -	\$ -	\$ -
Postage							\$ -	\$ -	\$ -
Subscriptions							\$ -	\$ -	\$ -
Audit and Legal							\$ -	\$ -	\$ -
Insurance							\$ -	\$ -	\$ -
Board Expenses							\$ -	\$ -	\$ -
9. Software							\$ -	\$ -	\$ -
10. Marketing/Communications							\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 375.00		\$ 375.00				\$ -	\$ -	\$ -
12. Subcontracts/Agreements							\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 38,738.00</b>	<b>\$ -</b>	<b>\$ 38,738.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Indirect As A Percent of Direct									
		0.0%							



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

New Hampshire Department of Health and Human Services

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

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

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 28,050.00		\$ 28,050.00				\$ -	\$ -	\$ -
2. Employee Benefits	\$ 3,205.00		\$ 3,205.00				\$ -	\$ -	\$ -
3. Consultants							\$ -	\$ -	\$ -
4. Equipment:							\$ -	\$ -	\$ -
Rental							\$ -	\$ -	\$ -
Repair and Maintenance							\$ -	\$ -	\$ -
Purchase/Depreciation							\$ -	\$ -	\$ -
5. Supplies:							\$ -	\$ -	\$ -
Educational							\$ -	\$ -	\$ -
Lab							\$ -	\$ -	\$ -
Pharmacy							\$ -	\$ -	\$ -
Medical							\$ -	\$ -	\$ -
Office	\$ 100.00		\$ 100.00				\$ -	\$ -	\$ -
6. Travel	\$ 3,500.00		\$ 3,500.00				\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00		\$ 1,000.00				\$ -	\$ -	\$ -
8. Current Expenses							\$ -	\$ -	\$ -
Telephone	\$ 2,500.00		\$ 2,500.00				\$ -	\$ -	\$ -
Postage							\$ -	\$ -	\$ -
Subscriptions							\$ -	\$ -	\$ -
Audit and Legal							\$ -	\$ -	\$ -
Insurance							\$ -	\$ -	\$ -
Board Expenses							\$ -	\$ -	\$ -
9. Software							\$ -	\$ -	\$ -
10. Marketing/Communications							\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 375.00		\$ 375.00				\$ -	\$ -	\$ -
12. Subcontracts/Agreements							\$ -	\$ -	\$ -
13. Other (specific details mandatory):							\$ -	\$ -	\$ -
	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 38,730.00</b>	<b>\$ 0.00</b>	<b>\$ 38,730.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 38,730.00</b>

Indirect As A Percent of Direct

0.0%





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

23 mar

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

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

March 1, 2019

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

**REQUESTED ACTION**

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

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

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

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

**See Attached Fiscal Details**



### **EXPLANATION**

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

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

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

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

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

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

Area Served: Statewide

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



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

Page 3 of 3

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

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

Respectfully submitted,

Approved by:

  
Jeffrey A. Meyers  
Commissioner



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

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

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

**PO 1058083**

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

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

**PO 1058083**

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

**Goodwin Community Health**

**PO 1058084**

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



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

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

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$7,000	\$30,545
2019	102-500734	Contracts for Program Svc	90008041	\$38,849	\$0	\$38,849
			Sub-Total	\$491,164	\$7,000	\$498,164

**Southern New Hampshire Services**

**PO 1058085**

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

**Southern New Hampshire Services**

**PO 1058085**

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



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

2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	80006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

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

**Southwestern Community Services**

**PO 1058099**

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

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



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

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

**PO 1058083**

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

**Goodwin Community Health**

**PO 1058084**

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

**Southern New Hampshire Services**

**PO 1058085**

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

**Southwestern Community Services**

**PO 1058099**

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

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

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003398	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$8,004,475	\$18,700	\$6,023,175





New

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

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

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

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

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

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

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

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

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





New

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

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

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

State of New Hampshire  
Department of Health and Human Services

3/9/19  
Date

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Community Action Program Belknap-Merrimack Counties,  
Inc.

2/28/2019  
Date

[Signature]  
Name: Steven E. Gregoire  
Title: Budget Analyst

Acknowledgement of Contractor's signature:

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

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

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

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

JAMES W. SUDAK, Justice of the Peace  
My Commission Expires, March 21, 2021






New

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

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

**OFFICE OF THE ATTORNEY GENERAL**

3/17/2019  
Date

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

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

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




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

<p align="center">New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD</p> <p>Child/Program Name: Community Action Program Bedford-Merrimack Counties Inc.</p> <p>Budget Request No: Broadbanding Peer Counseling Program BPMAN000-11-0700</p> <p>Budget Period: July 1, 2018 to June 30, 2019</p>									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	23,542.00	-	23,542.00	-	-	-	23,542.00	-	23,542.00
2. Employee Benefits	6,762.00	-	6,762.00	-	-	-	6,762.00	-	6,762.00
3. Supplies	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-	-
Housing	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	75.00	-	75.00	-	-	-	-	-	-
6. Travel	3,276.00	-	3,276.00	-	-	-	3,276.00	-	3,276.00
7. Occupancy	1,200.00	-	1,200.00	-	-	-	1,200.00	-	1,200.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	1,500.00	-	1,500.00	-	-	-	1,500.00	-	1,500.00
Printing	-	-	-	-	-	-	-	-	-
Books/Journals	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Other Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Community	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	375.00	-	375.00	-	-	-	375.00	-	375.00
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (Special Policy)	7,100.00	-	7,100.00	-	-	-	7,100.00	-	7,100.00
<b>TOTAL</b>	<b>43,325.00</b>	<b>-</b>	<b>43,325.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>43,325.00</b>	<b>-</b>	<b>43,325.00</b>
Indirect As A Percent of Direct 8.0%									

Contractor Initial: 

Community Action Program  
Bedford-Merrimack Counties, Inc.  
BPMAN000-11-0700

Contractor Initial:   
Date: 02/08/19



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

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

May 15, 2018

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

**REQUESTED ACTION**

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

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B008	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$646,498	\$19,501	\$665,999
Total:			\$5,878,624	\$125,851	\$6,004,475

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

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

See Attached Fiscal Details for Funding Distribution

**EXPLANATION**

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



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

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

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

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

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

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

Area Served: Statewide

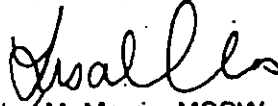
Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.



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

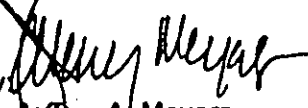
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW  
Director

Approved by



Jeffrey A. Meyers  
Commissioner

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



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

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-600734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			Sub-Total	\$782,865	\$12,600	\$795,465

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

**PO 1058083**

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

**Goodwin Community Health**

**PO 1058084**

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



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

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

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,778	\$0	\$63,778
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			Sub-Total	\$489,164	\$2,000	\$491,164

**Southern New Hampshire Services**

**PO 1058085**

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



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

**Southern New Hampshire Services**

**PO 1058085**

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

**Southwestern Community Services**

**PO 1058099**

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

**Southwestern Community Services**

**PO 1058099**

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



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

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

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

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

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

Goodwin Community Health

PO 1058084

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

Southern New Hampshire Services

PO 1058085

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

Southwestern Community Services

PO 1058099

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



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

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

**Southwestern Community Services**

**PO 1058099**

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



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



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

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

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

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

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

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

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

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



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



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

State of New Hampshire  
Department of Health and Human Services

5/10/18  
Date

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Community Action Program Belknap-Merrimack Counties,  
Inc.

5/4/2018  
Date

[Signature]  
Name: Jeanne Agri  
Title: Executive Director

Acknowledgement of Contractor's signature:

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

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

Name and Title of Notary or Justice of the Peace

KATELYN EDWARDS Notary Public, New Hampshire  
My Commission Expires October 14, 2018

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



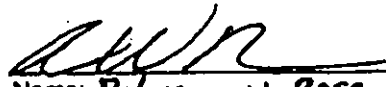
New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

5/23/18  
Date

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

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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





**1. Provisions Applicable to All Services**

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

**2. Scope of Services**

- 2.1. The Vendor shall use additional funding:

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

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

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

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

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



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

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

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

Budget Request for: WIC Program - Women, Infants & Children  
RF# 2018-09HS-13-SP-01

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

Line Item	2017-2018	2018-2019	2019-2020
1. Total Salary/Wages	\$ 407,482.00	\$ 22,000.00	\$ 429,482.00
2. Employee Benefits	\$ 101,683.00	\$ 6,183.00	\$ 107,866.00
3. Consultants	\$ 3,000.00	\$ -	\$ 3,000.00
4. Equipment	\$ 1,800.00	\$ -	\$ 1,800.00
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies	\$ 64,600.00	\$ 4,000.00	\$ 68,600.00
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ 28,000.00	\$ -	\$ 28,000.00
7. Occupancy	\$ 88,000.00	\$ 3,595.00	\$ 91,595.00
8. Current Expenses	\$ 35,400.00	\$ 10,900.00	\$ 46,300.00
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions other	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses other	\$ -	\$ -	\$ -
9. Software	\$ 200.00	\$ -	\$ 200.00
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,785.00	\$ -	\$ 2,785.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Special Project/Component purchased with carryovered funds	\$ 12,800.00	\$ -	\$ 12,800.00
<b>TOTAL</b>	<b>\$ 712,057.00</b>	<b>\$ 44,678.00</b>	<b>\$ 756,735.00</b>

Indirect As A Percent of Direct

0.6%

Community Action Program Bellamy-Merrimack Counties, Inc.  
RF# 2018-09HS-13-SP-01

Exhibit B-1 Amendment #1  
Page 1 of 1

Contractor's Initials: QA  
Date: 6-4-18



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

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

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

Budget Request for: WIC Program - Women, Infants & Children  
AFR-2018-0PHS-11-SPEC

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

Budget Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 444,780.00	\$ 20,000.00	\$ 464,780.00
2. Employee Benefits	\$ 143,820.00	\$ 8,280.00	\$ 152,100.00
3. Consultants	\$ 3,000.00	\$ -	\$ 3,000.00
4. Equipment	\$ 1,200.00	\$ -	\$ 1,200.00
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies	\$ 7,500.00	\$ -	\$ 7,500.00
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,125.00	\$ 1,125.00
6. Travel	\$ 28,000.00	\$ -	\$ 28,000.00
7. Occupancy	\$ 78,000.00	\$ 4,850.00	\$ 82,850.00
8. Current Expenses	\$ 16,350.00	\$ 10,000.00	\$ 26,350.00
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Special Projects (Travel)	\$ 2,000.00	\$ -	\$ 2,000.00
<b>TOTAL</b>	<b>\$ 704,900.00</b>	<b>\$ 41,235.00</b>	<b>\$ 746,135.00</b>

Indirect As A Percent of Direct

5.8%



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

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

Bidding Program Name: Community Action Program Bellows-Merrimack Counties Inc

Budget Request for: WIC Program - Infrastructure

RFA-2018-04HS-11-SPEC

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

Bidding Program Name: Community Action Program Bellows-Merrimack Counties Inc		Total Program Cost		
Direct Costs		Indirect Costs		
Line Item	Amount	Indirect	Total	
1. Total Salary/Wages	\$	\$	\$	
2. Employee Benefits	\$	\$	\$	
3. Consultants	\$	\$	\$	
4. Equipment	\$	\$	\$	
Rental	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	
Purchase/Depreciation	\$	\$	\$	
5. Supplies	\$	\$	\$	
Educational	\$	\$	\$	
Lab	\$	\$	\$	
Pharmacy	\$	\$	\$	
Medical	\$	\$	\$	
Office	\$	\$	\$	
6. Travel	\$	\$	\$	
7. Occupancy	\$	\$	\$	
8. Current Expenses	\$	\$	\$	
Telephone	\$	\$	\$	
Postage	\$	\$	\$	
Subscriptions	\$	\$	\$	
Audit and Legal	\$	\$	\$	
Insurance	\$	\$	\$	
Board Expenses	\$	\$	\$	
9. Software	\$	\$	\$	
10. Marketing/Communications	\$	\$	\$	
11. Staff Education and Training	\$	\$	\$	
12. Subcontracts/Agreements	\$	\$	\$	
13. Other (specific details mandatory):	\$	\$	\$	
Criminal Background Checks - 250	\$	\$	\$	
Job Advertising - 750	\$	\$	\$	
Membership Fees - 300	\$	\$	\$	
Mobile Internet - 3150	\$	\$	\$	
Computer Services - 800	\$	\$	\$	
Special Project/Computer Equipment Purchase	\$	18,000.00	\$	18,000.00
TOTAL:	\$	18,000.00	\$	18,000.00

Indirect As A Percent of Direct

0.0%

Community Action Program Bellows-Merrimack Counties, Inc.  
RFA-2018-04HS-11-SPEC-01

Exhibit B-3 Amendment #1  
Page 3 of 3

Contractor's Initials: QA  
Date: 6-4-18



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov



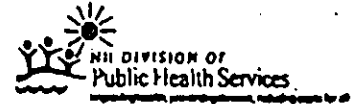


Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



45 may

May 1, 2017

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

**REQUESTED ACTION**

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

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,583,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
Total:			\$5,878,624

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

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



**Community Action Program for Belknap and Merrimack Counties**

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

**Goodwin Community Services**

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

**Southern New Hampshire Services**

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

**Southwestern Community Services**

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



**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,885

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$282,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

**Southern New Hampshire Services**

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

**Southwestern Community Services**

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



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

**Southwestern Community Services**

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

**EXPLANATION**

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

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

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

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

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

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

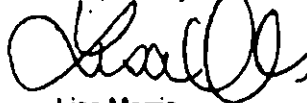
Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

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

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

Respectfully submitted,



Lisa Morris  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner





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

Special Supplemental Nutrition  
Program for Women, Infants & Children

RFP Name

RFP-2018-DPHS-11-SPECI

RFP Number

Reviewer Names

Bidder Name

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

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

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



45.1

FORM NUMBER P-37 (version 5/8/15)

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

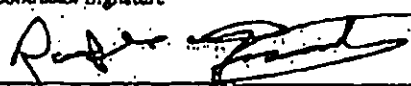
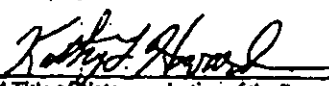
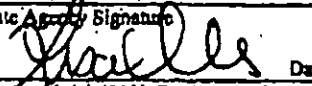
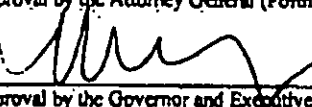
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address Industrial Park Drive, PO Box 1016 Concord, NH 03302	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-95-90-902010-5260-102-500731 05-95-90-902010-5260-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,563,730
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On 5/11/2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 18, 2018			
1.14 State Agency Signature  Date: 5/15/17		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/26/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement, those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-e or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

**7. PERSONNEL.**

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

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

*A.R.*  
*5/1/17*



Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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



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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date

RR  
5/11/12





**Exhibit A**

**Scope of Services**

**1. PROVISIONS APPLICABLE TO ALL SERVICES**

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

**2. STATEMENT OF WORK**

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





## Exhibit A

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





## Exhibit A

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

### 3. REPORTING REQUIREMENTS.

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





## Exhibit A

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

### 4. STAFFING.

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

### 5. PERFORMANCE MEASURES

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





## Exhibit A

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

- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3<sup>rd</sup> month of pregnancy.
  - 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5<sup>th</sup> birthday.
  - 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 8 months.
  - 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
  - 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.
- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

### Workplan Schedule

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





Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line-item budgets shown in Exhibits B-1, B-2, B-3 and B-4.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor, within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must:
    - 4.2.1. Clearly identify the amount requested and the services performed during that period.
    - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:  
NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.



DDSBT B-1  
Budget

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

Global/Program Name: Community Action Program Ballcap-Growth/Grant/Contract Line

Budget Request for: VSC Program

SPRINTS-0708-11-0700

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

Line Item	Total Project Cost			Contract/Grant Budget			Funded by DPH Contract Allow.		
	Contract	Subcontract	Total	Contract	Subcontract	Total	Contract	Subcontract	Total
1. Total Budget Request	1	428,311.00	428,311.00	1	123,113.00	123,113.00	1	123,113.00	123,113.00
2. Employee Benefits	1	147,720.00	147,720.00	1	147,720.00	147,720.00	1	147,720.00	147,720.00
3. Consultants	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
4. Equipment	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
5. Rental	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
6. Repair and Maintenance	1	1,200.00	1,200.00	1	1,200.00	1,200.00	1	1,200.00	1,200.00
7. Purchase/Depreciation	1	400.00	400.00	1	400.00	400.00	1	400.00	400.00
8. Supplies	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
9. Subcontract	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
10. Lab	1	6,720.00	6,720.00	1	6,720.00	6,720.00	1	6,720.00	6,720.00
11. Pharmacy	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
12. Medical	1	3,800.00	3,800.00	1	3,800.00	3,800.00	1	3,800.00	3,800.00
13. Office	1	7,700.00	7,700.00	1	7,700.00	7,700.00	1	7,700.00	7,700.00
14. Travel	1	22,700.00	22,700.00	1	22,700.00	22,700.00	1	22,700.00	22,700.00
15. Occupancy	1	65,325.00	65,325.00	1	65,325.00	65,325.00	1	65,325.00	65,325.00
16. Current Expenses	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
17. Telephone	1	8,000.00	8,000.00	1	8,000.00	8,000.00	1	8,000.00	8,000.00
18. Postage	1	6,300.00	6,300.00	1	6,300.00	6,300.00	1	6,300.00	6,300.00
19. Subscriptions	1	270.00	270.00	1	270.00	270.00	1	270.00	270.00
20. Audit & Legal	1	1,000.00	1,000.00	1	1,000.00	1,000.00	1	1,000.00	1,000.00
21. Insurance	1	7,700.00	7,700.00	1	7,700.00	7,700.00	1	7,700.00	7,700.00
22. Bond Expenses	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
23. Salaries	1	1,200.00	1,200.00	1	1,200.00	1,200.00	1	1,200.00	1,200.00
24. Marketing/Communications	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
25. Other (Specify details mandatory)	1	2,700.00	2,700.00	1	2,700.00	2,700.00	1	2,700.00	2,700.00
26. Other (Specify details mandatory)	1	4,300.00	4,300.00	1	4,300.00	4,300.00	1	4,300.00	4,300.00
27. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
28. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
29. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
30. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
31. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
32. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
33. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
34. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
35. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
36. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
37. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
38. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
39. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
40. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
41. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
42. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
43. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
44. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
45. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
46. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
47. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
48. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
49. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
50. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
51. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
52. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
53. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
54. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
55. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
56. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
57. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
58. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
59. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
60. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
61. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
62. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
63. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
64. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
65. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
66. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
67. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
68. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
69. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
70. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
71. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
72. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
73. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
74. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
75. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
76. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
77. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
78. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
79. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
80. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
81. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
82. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
83. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
84. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
85. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
86. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
87. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
88. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
89. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
90. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
91. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
92. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
93. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
94. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
95. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
96. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
97. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
98. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
99. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
100. Other (Specify details mandatory)	1	0.00	0.00	1	0.00	0.00	1	0.00	0.00
TOTAL	1	703,453.00	703,453.00	1	703,453.00	703,453.00	1	703,453.00	703,453.00

Indirect As A Percent of Direct

0.75

Contractor Initials:

Date: 5/14/17



**CONCIT 9-2**  
**Budget**

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

Client/Program Name: Community Action Program DeChap-Merrimack Counties Inc

Budget Request for: KCC Program

977-075-0765-11-0700

Budget Period: July 1, 2013 to June 30, 2015

Line Item	TOTAL Program Cost			Construction Costs / Other			Funds Allocated by Direct Allocation		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 208,315.00	\$ 18,421.00	\$ 226,736.00				\$ 208,315.00	\$ 18,421.00	\$ 226,736.00
2. Employee Benefits	\$ 147,730.00	\$ 6,182.00	\$ 153,912.00				\$ 147,730.00	\$ 6,182.00	\$ 153,912.00
3. Consultants									
4. Equipment									
5. Rental									
6. Repairs and Maintenance	\$ 1,200.00		\$ 1,200.00				\$ 1,200.00		\$ 1,200.00
7. Purchase/Depreciable	\$ 400.00		\$ 400.00				\$ 400.00		\$ 400.00
8. Supplies									
9. Construction									
10. Lab	\$ 6,720.00		\$ 6,720.00				\$ 6,720.00		\$ 6,720.00
11. Pharmacy									
12. Medical	\$ 1,800.00		\$ 1,800.00				\$ 1,800.00		\$ 1,800.00
13. Office	\$ 4,788.00	\$ 1,125.00	\$ 5,913.00				\$ 4,788.00	\$ 1,125.00	\$ 5,913.00
14. Travel	\$ 32,760.00		\$ 32,760.00				\$ 32,760.00		\$ 32,760.00
15. Occupancy	\$ 68,820.00	\$ 3,400.00	\$ 72,220.00				\$ 68,820.00	\$ 3,400.00	\$ 72,220.00
16. Current Expenses									
17. Telephone	\$ 8,900.00	\$ 2,800.00	\$ 11,700.00				\$ 8,900.00	\$ 2,800.00	\$ 11,700.00
18. Postage	\$ 6,360.00	\$ 1,300.00	\$ 7,660.00				\$ 6,360.00	\$ 1,300.00	\$ 7,660.00
19. Subscriptions	\$ 770.00		\$ 770.00				\$ 770.00		\$ 770.00
20. Rent and Lease	\$ 3,800.00	\$ 2,800.00	\$ 6,600.00				\$ 3,800.00	\$ 2,800.00	\$ 6,600.00
21. Insurance	\$ 7,300.00	\$ 3,400.00	\$ 10,700.00				\$ 7,300.00	\$ 3,400.00	\$ 10,700.00
22. Board Expenses									
23. Software	\$ 1,300.00		\$ 1,300.00				\$ 1,300.00		\$ 1,300.00
24. Marketing/Outreach									
25. Staff Education and Training	\$ 785.00		\$ 785.00				\$ 785.00		\$ 785.00
26. Subcontract/Agencies									
27. Other (specify details mandatory)	\$ 8,300.00		\$ 8,300.00				\$ 8,300.00		\$ 8,300.00
28. Student Background Checks - 250									
29. Sex Adversity - 4750									
30. Sex Adversity Post-250									
31. Safety (Police - 210)									
32. Computer Services - 600									
<b>TOTAL</b>	<b>\$ 758,494.00</b>	<b>\$ 27,671.00</b>	<b>\$ 786,165.00</b>				<b>\$ 758,494.00</b>	<b>\$ 27,671.00</b>	<b>\$ 786,165.00</b>

Indirect As A Percent of Direct

3.7%

Contractor Initials:

*[Signature]*



EXHIBIT B-3  
BUDGET

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

Child/Program Name: Continuity of Care Program - Barre/Barre's Creative Inc.

Budget Request for: Continuing Care Program

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

Line Item	2017		2018		2019		2020	
	Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual
1. Personnel	70,000		70,000					
2. Fringe Benefits	10,000		10,000					
3. Travel								
4. Telephone								
5. Postage and Freight								
6. Reproduction								
7. Supplies								
8. Contractual Services								
9. Other								
10. Total	80,000		80,000					
11. Contingency	10,000		10,000					
12. Total	90,000		90,000					
13. Other								
14. Total								
15. Total								
16. Total								
17. Total								
18. Total								
19. Total								
20. Total								
21. Total								
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90. Total								
91. Total								
92. Total								
93. Total								
94. Total								
95. Total								
96. Total								
97. Total								
98. Total								
99. Total								
100. Total								

Contractor Name: Barre/Barre's Creative Inc.

Date: 5/15/17



**Exhibit B-4  
Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Child/Program Name: <u>Chicadee Arctic Program Bellows-Gerrard County Inc.</u>									
Budget Request for: <u>Discontinuing Peer Counseling Program</u> BPA#03-00641-2000									
Budget Period: <u>July 1, 2013 to June 30, 2013</u>									
Line Item	Yield Program Cost			Comprehensive Agency/Entity			Approved by DHHH (continued above)		
	Class	Amount	Percent	Class	Amount	Percent	Class	Amount	Percent
1. Total Salary/Wages		71,411.00						71,411.00	
2. Fringe Benefits		8,711.00						8,711.00	
3. Contractual									
4. Consulting									
5. Travel									
6. Food and Beverages									
7. Postage/Communication									
8. Reproduction									
9. Contractual									
10. Insurance									
11. Office		75.00						75.00	
12. Total		71,486.00						71,486.00	
13. Community		1,000.00						1,000.00	
14. General Expenses									
15. Telephone		1,600.00						1,600.00	
16. Postage									
17. Audit and Legal									
18. Insurance									
19. Travel Expenses									
20. Supplies									
21. Marketing/Community									
22. Staff Training and In-service		375.00						375.00	
23. Other (provide details in narrative)									
<b>TOTAL</b>		<b>84,756.00</b>						<b>84,756.00</b>	

Indicate As A Percent of Total

Contractor Initials: [Signature]  
Date: 5/21/13





**SPECIAL PROVISIONS**

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

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



New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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



New Hampshire Department of Health and Human Services  
Exhibit C



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

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





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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13186, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000):

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

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

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

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

Signature





**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301-6505

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



New Hampshire Department of Health and Human Services  
Exhibit D



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

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

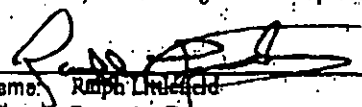
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

5/11/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (Indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-4).
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

5/11/2017  
Date

Name:   
Title: Executive Director





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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

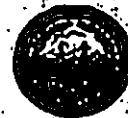
13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible,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

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

5/11/2017  
Date

Name: Ralph Littlefield  
Title: Executive Director





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

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

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

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

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

Exhibit G

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

Contractor Initials

*[Signature]*

9/27/14  
Rev. 10/27/14

Page 1 of 2

Date

*[Signature]*  
10/7/14



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

5/11/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal nondiscrimination, Equal Treatment of Faith-Based Organizations and whistleblower provisions

Contractor Initials

Date





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

5/11/2017  
Date

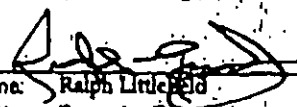
  
Name: Ralph Littlefield  
Title: Executive Director





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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





Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 184.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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





Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed;
  - o The extent to which the risk to the protected health information has been mitigated.

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

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

3/2014

Contractor Initials

RE

Date

5/15/17





Exhibit I

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

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

3/2014

Contractor Initials

Date

*[Signature]*  
5/15/17





Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date

AT  
3/16/17





Exhibit I

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

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

The State	Community Action Program Belknap-Merrimack Counties, Inc.
<u>[Signature]</u> Signature of Authorized Representative	<u>[Signature]</u> Signature of Authorized Representative
<u>LISA MORRIS</u> Name of Authorized Representative	<u>Ralph Littlefield</u> Name of Authorized Representative
<u>Director</u> Title of Authorized Representative	<u>Executive Director</u> Title of Authorized Representative
<u>5/15/17</u> Date	<u>5/11/2017</u> Date

[Signature]  
5/11/17





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

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

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

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

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

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

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

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

5/11/2017

Date

  
Name: Ralph Littlefield  
Title: Executive Director

Contractor Initials

Date



New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

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

X NO        YES

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

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

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

       NO        YES

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

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

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

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



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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC and Breastfeeding Peer Counseling Services Contract**

This 4<sup>th</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Seacoast Community Health (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (item #45), as amended on June 6, 2018 (item #14); April 17, 2019 (item #23); and June 5, 2019 (item #27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,984,546.
2. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.26, to read:  
2.2.26. The Contractor shall implement and provide ongoing WIC Program remote services.
3. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.27, to read:  
2.2.27. The Contractor shall purchase or procure computer equipment and supplies to implement WIC Program remote services, which includes:
  - 2.2.27.1. Computer laptops and/or tablets that:
    - 2.2.27.1.1. Meet the specifications of the New Hampshire WIC Management Information System and enhancements for Electronic Benefit Transfer;
    - 2.2.27.1.2. Wholly support Windows 10 and accompanying security updates; and
    - 2.2.27.1.3. Are operational no later than September 30, 2020;
  - 2.2.27.2. An SMS/texting notification system; and
  - 2.2.27.3. Mailing supplies.
4. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.28, to read:  
2.2.28. The Contractor shall enhance its Breastfeeding Peer Counselor Program community outreach and promotion services, in accordance with the USDA Loving Support Model and federal allowable costs, by providing services that include, but are not limited to:
  - 2.2.28.1. In-office breastfeeding education and support.



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



- 2.2.28.2. Telephone support.
- 2.2.28.3. In-hospital support.
- 2.2.28.4. On-going training for peer counselors.
- 5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:
  - 1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants and Children; in providing services pursuant to Exhibit A, Scope of Services. The Contractor agrees to provide the services in Exhibit A, Scope of Services and Exhibit A-1, Scope of Services, in compliance with funding requirements.
- 6. Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:
  - 2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Scope of Services.
- 7. Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  - 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-4 Budget – Amendment #4, SFY 2021 BFPC Services.
- 8. Modify Exhibit B-3 Amendment #3, SFY 2021 WIC Budget, by replacing in its entirety with Exhibit B-3 Budget – Amendment #4, SFY 2021 WIC Services, which attached hereto and incorporated by reference herein.
- 9. Modify Exhibit B-4 Amendment #3, SFY 2021 BFPC Budget, by replacing in its entirety with Exhibit B-4 Budget – Amendment #4, SFY 2021 BFPC Services, which is attached hereto and incorporated by reference herein.



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



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, July 1, 2021, whichever is later.

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

State of New Hampshire  
Department of Health and Human Services

A handwritten signature in cursive script, appearing to read "Lisa Morris".

Name: Lisa Morris,  
Title: Director

6/23/2020

Date

Greater Seacoast Community Health

A handwritten signature in cursive script, appearing to read "Robert Tractsch".

Name: Robert Tractsch  
Title: CEO

6-22-2020  
Date



OFFICE OF THE ATTORNEY GENERAL

Catherine Pinos

OFFICE OF THE SECRETARY OF STATE

**Title:**



**Exhibit B-3 Budget - Amendment #4  
SFY 2021 WIC Services**

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

Bidder Name: Greater Seacoast Community Health

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 345,500.00	\$ -	\$ 345,500.00	
2. Employee Benefits	\$ 48,949.00	\$ -	\$ 48,949.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 6,700.00	\$ -	\$ 6,700.00	laptops for remote work
5. Supplies:	\$ 7,000.00	\$ -	\$ 7,000.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 11,000.00	\$ -	\$ 11,000.00	
7. Occupancy	\$ 36,500.00	\$ -	\$ 36,500.00	
8. Current Expenses	\$ 4,550.00	\$ -	\$ 4,550.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Services (texting & cell phones)	\$ 4,000.00	\$ -	\$ 4,000.00	mobile services for both texting & cell phone access
NWA travel - SFY21	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 468,449.00</b>	<b>\$ -</b>	<b>\$ 468,449.00</b>	

Indirect As A Percent of Direct

0.0%



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

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

Bidder Name: Greater Seacoast Community Health

Budget Request for: Breastfeeding Peer Counseling Services  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 21,020.00	\$ -	\$ 21,020.00	
2. Employee Benefits	\$ 2,525.00	\$ -	\$ 2,525.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Special Breastfeeding project	\$ 4,380.00	\$ -	\$ 4,380.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 27,925.00</b>	<b>\$ -</b>	<b>\$ 27,925.00</b>	

Indirect As A Percent of Direct

0.0%



# State of New Hampshire

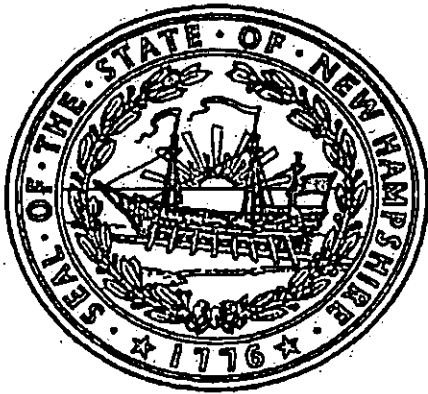
## Department of State

### CERTIFICATE

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

Business ID: 65587

Certificate Number: 0004859885



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of March A.D. 2020.

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE**

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

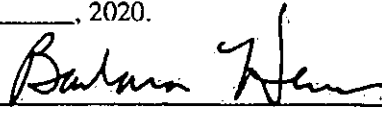
1. I am the duly elected Board Chair of Greater Seacoast Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 27, 2020;

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

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 22, 2020.

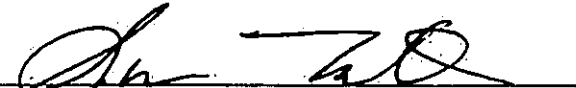
IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 22<sup>nd</sup> day of June, 2020.

  
Barbara Henry, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of June, 2020 by Barbara Henry.

  
Notary Public/Justice of the Peace

SIMONE R. TALBOT, Notary Public  
State of New Hampshire

My Commission Expires: September 13, 2022





GOODCOM-01

PCANTLIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2020

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

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

PRODUCER License # AGR8150

Clark Insurance  
One Sundial Ave Suite 302N  
Manchester, NH 03103

CONTACT

NAME:

PHONE (A/C, No, Ext): (603) 622-2855

FAX (A/C, No): (603) 622-2854

E-MAIL: info@clarkinsurance.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Tri-State Insurance Company of Minnesota

31003

INSURER B: Acadia

31325

INSURER C: Technology Insurance Company

42376

INSURER D: AIX Specialty Insurance Co

12833

INSURER E:

INSURER F:

INSURED

Greater Seacoast Community Health, Inc.  
dba Goodwin Community Health, Familles First,  
SOS Community Organization, Lilac City Pediatrics  
311 Route 108  
Somersworth, NH 03878

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ADV5212020-16	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5331599-12	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA5214125-15	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC3844860	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	FTCA GAP Prof Liab			LIV-A671986-05	1/1/2020	1/1/2021	Each Occurrence 1,000,000
D	FTCA GAP Prof Liab			LIV-A671986-05	1/1/2020	1/1/2021	Aggregate 3,000,000

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

## CERTIFICATE HOLDER

State of New Hampshire  
Department of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Morgan Ruth



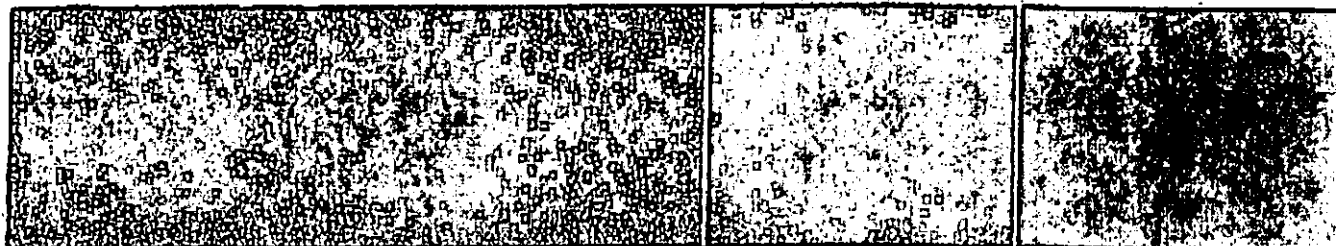
# *Greater Seacoast Community Health*

## *Mission*

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

Board Approved on 6-25-2018





GREATER SEACOAST COMMUNITY HEALTH



## FINANCIAL STATEMENTS

December 31, 2018

With Independent Auditor's Report







## **INDEPENDENT AUDITOR'S REPORT**

**Board of Directors  
Greater Seacoast Community Health**

We have audited the accompanying financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheet as of December 31, 2018, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

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

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

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

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



***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Seacoast Community Health as of December 31, 2018, and the results of its operations, changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

***Emphasis-of-Matter***

As discussed in Note 1 to the financial statements under the sub-heading "Organization", Greater Seacoast Community Health was formed on January 1, 2018 as a result of the merger of Goodwin Community Health and Families First of the Greater Seacoast. Our opinion is not modified with respect to this matter.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
May 20, 2019



# GREATER SEACOAST COMMUNITY HEALTH

## Balance Sheet

December 31, 2018

### ASSETS

Current assets	
Cash and cash equivalents	\$ 3,896,813
Patient accounts receivable, less allowance for uncollectible accounts of \$422,413	1,560,698
Grants receivable	424,642
Inventory	143,250
Pledges receivable	263,557
Other current assets	<u>57,987</u>
Total current assets	6,346,947
Investments	1,112,982
Investment in limited liability company	38,201
Assets limited as to use	1,421,576
Property and equipment, net	<u>6,107,219</u>
Total assets	<u>\$15,026,925</u>

### LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	\$ 172,852
Accrued payroll and related expenses	1,075,483
Patient deposits	173,105
Deferred revenue	<u>7,269</u>
Total current liabilities and total liabilities	<u>1,428,689</u>
Net assets	
Without donor restrictions	11,824,495
With donor restrictions	<u>1,773,741</u>
Total net assets	<u>13,598,236</u>
Total liabilities and net assets	<u>\$15,026,925</u>

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



**GREATER SEACOAST COMMUNITY HEALTH**

**Statement of Operations**

**Year Ended December 31, 2018**

Operating revenue and support	
Patient service revenue	\$11,353,111
Provision for bad debts	<u>(651,700)</u>
Net patient service revenue	10,701,411
Grants, contracts, and contributions	7,713,908
Other operating revenue	368,017
Net assets released from restriction for operations	<u>634,931</u>
Total operating revenue and support	<u>19,418,267</u>
Operating expenses	
Salaries and benefits	14,715,120
Other operating expenses	4,446,874
Depreciation	<u>349,661</u>
Total operating expenses	<u>19,511,655</u>
Operating deficit	<u>(93,388)</u>
Other revenue and (losses)	
Investment income	48,204
Loss on disposal of assets	(6,874)
Change in fair value of investments	<u>(95,246)</u>
Total other revenue and (losses)	<u>(53,916)</u>
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	<u>\$ (147,304)</u>

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



**GREATER SEACOAST COMMUNITY HEALTH**

**Statement of Changes in Net Assets**

**Year Ended December 31, 2018**

Net assets without donor restrictions	
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	\$ <u>(147,304)</u>
Net assets with donor restrictions	
Contributions, net of uncollectible pledges	44,649
Investment income	37,780
Change in fair value of investments	(147,099)
Net assets released from restriction for operations	<u>(634,931)</u>
Decrease in net assets with donor restrictions	<u>(699,591)</u>
Change in net assets	(846,895)
Net assets, beginning of year	<u>14,445,131</u>
Net assets, end of year	<u>\$13,598,236</u>

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



**GREATER SEACOAST COMMUNITY HEALTH**

**Statement of Cash Flows**

**Year Ended December 31, 2018**

Cash flows from operating activities	
Change in net assets	\$ (846,895)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	651,700
Depreciation	349,661
Equity in earnings of limited liability company	2,395
Change in fair value of investments	242,345
Loss on disposal of assets	6,874
(Increase) decrease in	
Patient accounts receivable	(971,354)
Grants receivable	304,713
Inventory	101,604
Pledges receivable	300,635
Other current assets	(1,155)
Increase (decrease) in	
Accounts payable and accrued expenses	(138,262)
Accrued salaries and related amounts	33,819
Deferred revenue	(2,117)
Patient deposits	<u>6,790</u>
Net cash provided by operating activities	<u>40,753</u>
Cash flows from investing activities	
Capital acquisitions	(21,463)
Proceeds from sale of investments	198,458
Purchase of investments	<u>(294,519)</u>
Net cash used by investing activities	<u>(117,524)</u>
Net decrease in cash and cash equivalents	(76,771)
Cash and cash equivalents, beginning of year	<u>3,973,584</u>
Cash and cash equivalents, end of year	<u>\$ 3,896,813</u>

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



# GREATER SEACOAST COMMUNITY HEALTH

## Notes to Financial Statements

December 31, 2018

### 1. Summary of Significant Accounting Policies

#### Organization

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

On January 1, 2018, Goodwin Community Health (GCH) and Families First of the Greater Seacoast (FFGS) merged to become Greater Seacoast Community Health. GCH and FFGS were not-for-profit corporations organized in New Hampshire. GCH and FFGS were both FQHCs providing similar services in adjoining and overlapping service areas and have worked collaboratively in the provision of healthcare services in the greater Seacoast area for many years. Given the compatibility of their missions, the adjacency of their service areas and their shared charitable missions of providing healthcare services to individuals living within the greater Seacoast service area, GCH and FFGS came to the conclusion that the legal and operational integration of their respective organizations into one legal entity would result in a more effective means of providing healthcare services in their combined service area.

The following summarizes amounts recognized by entity as of January 1, 2018:

	GCH	FFGS	Total
<b>Assets</b>			
Cash and cash equivalents	\$ 3,379,361	\$ 594,223	\$ 3,973,584
Patient accounts receivable	906,747	334,297	1,241,044
Grants receivable	571,752	157,603	729,355
Inventory	244,854	-	244,854
Pledges receivable	-	564,192	564,192
Other current assets	33,159	23,673	56,832
Investments	1,085,684	18,019	1,103,703
Investment in limited liability company	20,298	20,298	40,596
Assets limited as to use	-	1,577,139	1,577,139
Property and equipment, net	<u>5,883,017</u>	<u>559,274</u>	<u>6,442,291</u>
Total assets	<u>\$ 12,124,872</u>	<u>\$ 3,848,718</u>	<u>\$ 15,973,590</u>
<b>Liabilities</b>			
Accounts payable and accrued expenses	\$ 125,513	\$ 185,601	\$ 311,114
Accrued payroll and related expenses	626,521	415,123	1,041,644
Patient deposits	87,632	78,683	166,315
Deferred revenue	<u>7,388</u>	<u>2,000</u>	<u>9,388</u>
Total liabilities	<u>\$ 847,052</u>	<u>\$ 681,407</u>	<u>\$ 1,528,459</u>
<b>Net assets</b>			
Without donor restrictions	11,277,820	693,979	11,971,799
With donor restrictions	<u>-</u>	<u>2,473,332</u>	<u>2,473,332</u>
Total net assets	<u>\$ 11,277,820</u>	<u>\$ 3,167,311</u>	<u>\$ 14,445,131</u>

There were no significant adjustments made to conform the individual accounting policies of the merging entities or to eliminate intra-entity balances.



## **GREATER SEACOAST COMMUNITY HEALTH**

### **Notes to Financial Statements**

**December 31, 2018**

#### **Acquisition of Lilac City Pediatrics, P.A.**

Effective July 1, 2018, the Organization entered into a business combination agreement with Lilac City Pediatrics, P.A. (LCP), a New Hampshire professional association providing quality pediatric healthcare services in the region served by the Organization. The agreement required the Organization to hire LCP employees, assume equipment and occupancy leases, and carry on the operations of LCP. The business combination provides the Organization's patients with additional and enhanced pediatric healthcare services, consistent with the Organization's mission. There was no consideration transferred as a result of the business combination and the assets acquired and liabilities assumed were not material.

#### **Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*, as described below. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet, reporting the change in an organization's net assets in statements of operations and changes in net assets, and reporting the change in its cash and cash equivalents in a statement of cash flows.

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

#### **Recently Issued Accounting Pronouncement**

In August 2016, FASB issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions."



# GREATER SEACOAST COMMUNITY HEALTH

## Notes to Financial Statements

December 31, 2018

The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for the Organization for the year ended December 31, 2018.

### Income Taxes

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

### Use of Estimates

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

### Cash and Cash Equivalents

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

### Allowance for Uncollectible Accounts

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

A reconciliation of the allowance for uncollectible accounts at December 31, 2018 follows:

Balance, beginning of year	\$ 270,416
Provision	651,700
Write-offs	<u>(499,703)</u>
Balance, end of year	<u>\$ 422,413</u>



## **GREATER SEACOAST COMMUNITY HEALTH**

### **Notes to Financial Statements**

**December 31, 2018**

#### **Grants Receivable**

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

#### **Inventory**

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

#### **Investments**

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statement of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the deficiency of revenue over expenses, unless otherwise stipulated by the donor or State Law.

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

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

The Organization is one of seven members of Primary Health Care Partners, LLC (PHCP). The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$38,201 at December 31, 2018.

#### **Assets Limited As To Use**

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 6.



## **GREATER SEACOAST COMMUNITY HEALTH**

### **Notes to Financial Statements**

**December 31, 2018**

#### **Property and Equipment**

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

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

#### **Patient Deposits**

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

#### **Patient Service Revenue**

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

#### **340B Drug Pricing Program**

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

#### **Donated Goods and Services**

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to \$41,119 for the year ended December 31, 2018.



# **GREATER SEACOAST COMMUNITY HEALTH**

## **Notes to Financial Statements**

**December 31, 2018**

### **Donor-Restricted Gifts**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of operations as "net assets released from restriction." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

### **Promises to Give**

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. All pledges receivable are due within one year. Given the short-term nature of the Organization's pledges, they are not discounted and a reserve for uncollectible pledges has been established in the amount of \$2,000 at December 31, 2018. Conditional promises to give are not included as revenue until the conditions are substantially met.

### **Deficiency of Revenue Over Expenses**

The statement of operations reflects the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

### **Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 20, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

## **2. Availability and Liquidity of Financial Assets**

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.



# GREATER SEACOAST COMMUNITY HEALTH

## Notes to Financial Statements

December 31, 2018

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of \$4,918,258 at December 31, 2018. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 74 at December 31, 2018.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, were as follows as of December 31, 2018:

Cash and cash equivalents	\$ 3,896,813
Investments	1,112,982
Patient accounts receivable, net	1,560,698
Grants receivable	424,642
Pledges receivable	<u>263,557</u>
Financial assets available for current use	<u>\$ 7,258,692</u>

The Organization has certain long-term investments to use which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the information above. The Organization has other long-term investments and assets for restricted use, which are more fully described in Note 3, that are not available for general expenditure within the next year and are not reflected in the amount above.

### 3. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

Long-term investments	\$ 1,112,982
Assets limited as to use	<u>1,421,576</u>
Total investments	<u>\$ 2,534,558</u>

Assets limited as to use are restricted for the following purposes:

Assets held in trust under Section 457(b) deferred compensation plans	\$ 26,763
Assets with donor restrictions	<u>1,394,813</u>
Total	<u>\$ 1,421,576</u>



## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2018

#### Fair Value of Financial Instruments

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

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

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 13,810	\$ -	\$ -	\$ 13,810
Municipal bonds	-	288,679	-	288,679
Exchange traded funds	411,147	-	-	411,147
Mutual funds	<u>1,820,922</u>	-	-	<u>1,820,922</u>
Total Investments	<u>\$ 2,245,879</u>	<u>\$ 288,679</u>	<u>\$ -</u>	<u>\$ 2,534,558</u>

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

#### 4. Property and Equipment

Property and equipment consisted of the following at December 31, 2018:

Land	\$ 718,427
Building and Improvements	5,857,428
Leasehold Improvements	311,561
Furniture, fixtures, and equipment	<u>2,667,863</u>
Total cost	9,555,079
Less accumulated depreciation	<u>3,447,860</u>
Property and equipment, net	<u>\$ 6,107,219</u>



# GREATER SEACOAST COMMUNITY HEALTH

## Notes to Financial Statements

December 31, 2018

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

### 6. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes:

Specific purpose	
Program services	\$ 115,371
Passage of time	
Pledges receivable	263,557
Investments to be held in perpetuity, for which the income is	
without donor restrictions	<u>1,394,813</u>
Total	<u>\$ 1,773,741</u>

Net assets released from net assets with donor restrictions were as follows:

Satisfaction of purpose - program services	\$ 270,530
Passage of time - pledges receivable	291,384
Passage of time - endowment earnings	<u>73,017</u>
Total	<u>\$ 634,931</u>

### 6. Endowments

#### Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.



## **GREATER SEACOAST COMMUNITY HEALTH**

### **Notes to Financial Statements**

**December 31, 2018**

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

#### **Spending Policy**

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

#### **Funds with Deficiencies**

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2018.

#### **Return Objectives and Risk Parameters**

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.



# GREATER SEACOAST COMMUNITY HEALTH

## Notes to Financial Statements

December 31, 2018

### Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

### Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities for the year ended December 31, 2018.

Endowments, beginning of year	\$ 1,577,139
Investment income	37,790
Change in fair value of investments	(147,099)
Spending policy appropriations	<u>(73,017)</u>
Endowments, end of year	<u>\$ 1,394,813</u>

### 7. Patient Service Revenue

Patient service revenue follows:

Medicare	\$ 1,173,771
Medicaid	4,107,002
Third-party payers and self pay	<u>4,753,946</u>
Total patient service revenue	10,034,719
Contracted pharmacy revenue	<u>1,318,392</u>
Total	<u>\$11,353,111</u>

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



## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2018

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

#### Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Medicare cost reports for GCH and FFGS have been audited by the Medicare administrative contractor through June 30, 2018 and June 30, 2017, respectively.

#### Medicaid and Other Payers

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

#### Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify for charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Organization this policy amounted to \$1,756,052 for the year ended December 31, 2018.

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

#### 8. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the year ended December 31, 2018, the Organization contributed \$194,214 to the plan.

The Organization has established a unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2018. The balance of the deferred compensation plan amounted to \$26,763 at December 31, 2018.



# GREATER SEACOAST COMMUNITY HEALTH

## Notes to Financial Statements

December 31, 2018

### 9. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was \$1,136,875 for the year ended December 31, 2018. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

### 10. Concentration of Risk

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

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At December 31, 2018, Medicaid represented 37% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the year ended December 31, 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 63% of grants, contracts, and contributions.

### 11. Functional Expense

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows for the year ended December 31, 2018.

	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
Salaries and benefits	\$ 12,688,419	\$ 1,458,660	\$ 568,041	\$ 14,715,120
Other operating expenses				
Contract services	925,980	144,869	15,112	1,085,961
Program supplies	1,217,994	-	-	1,217,994
Software maintenance	460,634	52,938	20,620	534,192
Occupancy	502,635	57,765	22,500	582,900
Other	862,256	88,360	75,211	1,025,827
Depreciation	<u>301,513</u>	<u>34,651</u>	<u>13,497</u>	<u>349,661</u>
Total	<u>\$ 16,959,431</u>	<u>\$ 1,837,243</u>	<u>\$ 714,981</u>	<u>\$ 19,511,655</u>



# GREATER SEACOAST COMMUNITY HEALTH

## Notes to Financial Statements

December 31, 2018

### 12. Commitments and Contingencies

#### Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended December 31, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

#### Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2019	\$ 289,273
2020	76,992
2021	<u>33,990</u>
Total	<u>\$ 400,255</u>

Rental expense amounted to \$258,695 for the year ended December 31, 2018.



**GREATER SEACOAST COMMUNITY HEALTH**

**Goodwin Families Lilac City**  
Community Health First Pediatrics

**Board of Directors  
Calendar Year 2019**

<b>Name/Address</b>	<b>Phone/Email</b>	<b>Occupation</b>
<b>Chair</b> Barbara Henry [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	Retired Newspaper Publisher
<b>Vice Chair:</b> Valerie Goodwin [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Retired Business Consumer
<b>Board Treasurer</b> Dennis Veilleux [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	Accounting Manager
<b>Board Secretary</b> Jennifer Glidden [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	DHHS Admin. Supervisor Consumer
Karin Barndollar [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Export Manager Consumer
Don Chick [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	Photographer Consumer
Jo Jordon [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	Emergency Management
Abigail Sykas Karoutas [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Attorney Consumer
Allison Neal [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	Education Consultant Consumer
Yulia Rothenberg [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	Education Consultant Consumer
Kathy Scheu [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Medical/Laboratory Product Sales
Dan Schwarz [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Attorney Consumer
Jeffrey Segil, MD [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Physician-OB/GYN



Name/Address	Phone/Email	Occupation
James Sepanski [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Financial Executive
David B. Staples, DDS [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	Dentist Consumer
[REDACTED]	[REDACTED] [REDACTED]	



## **Erin E. Ross**

### **Objective**

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

### **Qualifications**

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

### **Education**

September 1998 – May 2002

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

### **Related Experience**

August 2006 – Present

Service Expansion Director  
Avis Goodwin Community Health Center

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

May 2005 – August 2006

Site Manager, Dover Location  
Avis Goodwin Community Health Center

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

January 2005 – November 2005

Front Office Manager  
Avis Goodwin Community Health Center

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

May 2004 – Present

Dental Coordinator  
Avis Goodwin Community Health Center

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



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

July 2003 – May 2004

Administrative Assistant to Medical Director  
Avis Goodwin Community Health Center

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

December 2002 – May 2004

Billing Associate  
Avis Goodwin Community Health Center

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

June 2002 - December 2002

Billing Associate  
Automated Medical Systems  
Salem, New Hampshire 03079

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

## Work Experience

October 1998 – May 2002

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

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

## References

Available upon request



## **JANET M. LAATSCH**

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

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### **WORK EXPERIENCE:**

**Goodwin Community Health (GCH)**

**Somersworth, NH**

**2001-Present**

**Chief Executive Officer**

**2005-Present**

#### **Accomplishments:**

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

#### **Responsibilities:**

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

**Finance Director**

**2002-2005**

#### **Accomplishments:**

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

#### **Responsibilities:**

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



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

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

**Accomplishments:**

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

**Responsibilities:**

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

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

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

**Accomplishments:**

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

**Responsibilities:**

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

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**EDUCATION:**

University of New Hampshire:	M.B.A.	
Durham, N.H.	Concentration in Finance	1991
Northern Michigan University:	B.S.N.	
Marquette, M.I.	Minor in Biology	1981

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**LICENSES/CERTIFICATES:**

Real Estate Broker  
 N.H. Nursing License

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**PROFESSIONAL:**

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



## Riona A. Corr Francoeur

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### EDUCATION

*Bachelor of Science in Nutrition and Dietetics, Minor in Science*

Marywood University, College of Health and Human Services, Scranton, PA (May 2010)

*Masters of Science in Nutrition and Health Promotion, Certification in Sports Nutrition*

Simmons College, School of Nursing and Health Sciences, Boston, MA (not completed; postponed)

### WORK EXPERIENCE

*Director of WIC Services and Nutrition Coordinator, Strafford and Carroll Counties, NH (June 2016-Present)*

Greater Seacoast Community Health Center

d.b.a. Goodwin Community Health Center

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

*Supervisor and Nutrition Coordinator*

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

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

*Clinic Nutritionist*

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

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



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

#### *Volleyball Coach*

##### **Saint Thomas Aquinas (2014-2017)**

- Varsity Co-coach for 2014-2016 season
  - Coach/teach and demonstrate volleyball for all participating levels
  - Prepare off-season open gyms and clinics
  - Organize "Dig Pink" donation night for breast cancer awareness
- Varsity Assistant Coach for 2013 Season

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

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

### **FIELD EXPERIENCE**

#### *Quality Improvement Projects*

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

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

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

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

#### *Events*

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

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

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

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

#### *Group Counseling*

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

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

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

- Facilitated group nutrition counseling for AIM-HI Group medical visit grant
- Counseled 11-16 attendees at a time regarding chronic disease support, intervention, goal planning and recipes
- Used motivational interviewing and metaphor pictures for probing techniques
- Provided and created a low glycemic pasta salad and recipe for fasting

#### *Member/Representative*

##### **CHOICES, NH DHHS, Concord, NH (December 2016 –Current)**

- Member of NH childhood obesity intervention cost effectiveness study (CHOICES) in NH



- Work with NH Choices team, Association of State and Territorial Health Officials (ASTHO) and Harvard Prevention Research Center (HPRC) to promote and disseminate interventions across NH
- Carroll County Early Childhood Coalition (CECC), Conway, NH (August 2016-Current)**
- Member of coalition
  - Work with Spark NH, NH Listens, United Way of Greater Boston and representatives of Carroll County to promote kindergarten readiness in the community

**Somersworth Early Childhood Coalition (SECC), Somersworth, NH (March 2016- Current)**

- Member of coalition and work group
- Work with Spark NH, NH Listens, United Way of Greater Boston and representatives of Somersworth to promote kindergarten readiness in community

**Head Start Health Advisory Board, Strafford and Carroll County (November 2012-Current)**

- Member of the Health Advisory Board for both counties

**Head Start Policy Council, Strafford County (November 2012-August 2015)**

- Community Representative

**Healthy Families Program Advisory Board (April 2013)**

- Representative and member
- Aided in recruitment for home visiting program

*Supervised Practice*

**ND 391, Food Systems Management I, Marywood University, *The Jewish Home of Eastern Pennsylvania* (2008)**

- Attended to customer service pertaining to correct diet and food assistance to kosher geriatric patients
- Worked alongside Diet Aides, Diet Techs, and Director of facility
- Learned Geri Menu for patients
- Presented an in-service to all staff

**ND 392, Community Nutrition Course, Marywood University (2008)**

- Offered nutrition education presentations to multiple senior citizen centers and elementary schools in the Scranton, Pennsylvania area
- Presented interactive nutrition education information displays
- Successfully proposed and received a grant for NEDA Diabetes Taste-In

## **RESEARCH EXPERIENCE**

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*Research*

**Undergraduate Research Forum, Marywood University (2009)**

Ciccarelli, M., Corr, R., Waldron, A., McKee, K. The Relationship of Caffeine's Effect on Study Hours among Undergraduate Students at Marywood University. Marywood University, 2009

- Researched and presented a professional research poster presentation at Marywood University's Undergraduate Research Forum pertaining to nutrition and dietetics research studies

## **VOLUNTEER EXPERIENCE**

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*Volunteer*

**Teen Night, Rochester Recreation Center, Rochester, NH (March 2, 2013)**

- Volunteered time to help in administering and supervising a teen night for 300+ teenagers ages 11-17
- Administered games such as musical charts, limbo, arts and crafts
- Helped distribute food and drinks
- Distributed door prizes and raffle prizes to participants
- Clean up

**Toys for Tots, Goodwin Community Health, Somersworth, NH (December 2012)**

- Assisted in sorting, counting and distributing toys to families for the Holiday Season

**Nutritionist for "WE CAN Project", Manchester NH (February 2011)**



**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	\$216,778	0%	\$0
Erin Ross	Chief Financial Officer	\$149,177	0%	\$0
Riona Corr	WIC Director	\$68,723	100%	\$68,723





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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

April 29, 2019

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

**REQUESTED ACTION**

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

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



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

**See Attached Fiscal Details**

**EXPLANATION**

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

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

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

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

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

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

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



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

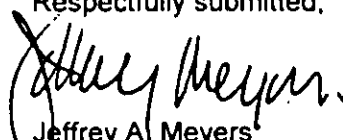
- Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives healthy nutrition education that could improve health outcomes, and lower medical costs.

Area Served: Statewide

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

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



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

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

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

**PO 1058083**

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

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

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



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

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

**Goodwin Community Health**

**PO 1058084**

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

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



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

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

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

**Southern New Hampshire Services**

**PO 1058085**

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



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

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

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

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

**Southwestern Community Services**

**PO 1058099**

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



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

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

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

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

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



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

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

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

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

Goodwin Community Health

PO 1058084

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

Southern New Hampshire Services

PO 1058085

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

Southwestern Community Services

PO 1058099

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

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

Southwestern Community Services

PO 1058099

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



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

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





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

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

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

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

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

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

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

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

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





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

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

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

State of New Hampshire  
Department of Health and Human Services

4/29/19  
Date

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Greater Seacoast Community Health

4-22-19  
Date

[Signature]  
Name: Janet Laabsch  
Title: CEO

Acknowledgement of Contractor's signature:

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

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

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

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





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

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

**OFFICE OF THE ATTORNEY GENERAL**

5/3/2019  
Date

*Matthew J. G. Smith*  
Name: *Matthew J. G. Smith*  
Title: *Sr. Health Attorney General*

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

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



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

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

Bidder/Program Name: Goodwin Community Health

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

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

Line Item	Total Program Cost			Contractor Share / Match			Total Funded by DHHS/contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages				\$ 7,776.00			\$ 340,273.03		\$ 340,273.03
2. Employee Benefits				\$ 1,477.44			\$ 54,575.97		\$ 54,575.97
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical							\$ 4,500.00		\$ 4,500.00
Office							\$ 2,100.00		\$ 2,100.00
6. Travel							\$ 13,000.00		\$ 13,000.00
7. Occupancy							\$ 33,000.00		\$ 33,000.00
8. Current Expenses									
Telephone							\$ 3,900.00		\$ 3,900.00
Postage							\$ 1,500.00		\$ 1,500.00
Subscriptions									
Audit and Legal							\$ 2,500.00		\$ 2,500.00
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications							\$ 300.00		\$ 300.00
11. Staff Education and Training							\$ 500.00		\$ 500.00
12. Subcontracts/Agreements									
13. Computer Purchase/HIS carryforward									
Mobile Internet Services							\$ 1,800.00		\$ 1,800.00
Indirect Fixed									
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ 9,253.44	\$ 9,253.44	\$ 457,849.00	\$ -	\$ 457,849.00

Indirect As A Percent of Direct

#DIV/0!

#REF!



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

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

Bidder/Program Name: Goodwin Community Health

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

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages							\$ 21,020.00		\$ 21,020.00
2. Employee Benefits							\$ 2,325.00		\$ 2,325.00
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Mobile Internet Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Indirect Fixed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,345.00	\$ -	\$ 23,345.00

Indirect As A Percent of Direct

#DIV/0!



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

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

Bidder/Program Name: Goodwin Community Health

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

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS (Contract share)		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages				\$ 7,778.00		\$ 7,778.00	\$ 340,273.03		
2. Employee Benefits				\$ 1,477.44		\$ 1,477.44	\$ 54,575.97		
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical							\$ 4,500.00		
Office							\$ 2,100.00		
6. Travel							\$ 13,000.00		
7. Occupancy							\$ 33,000.00		
8. Current Expenses:									
Telephone							\$ 3,900.00		
Greater Seacoast Community Health							\$ 1,500.00		
RFP-2018-DPHS-11-SPECI									
Audit and Legal							\$ 2,500.00		
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications							\$ 300.00		
11. Staff Education and Training							\$ 500.00		
12. Subcontracts/Agreements									
13. NWA Travel FFY 2019:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Mobile Internet Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 2,000.00</b>	<b>\$ -</b>	<b>\$ 2,000.00</b>	<b>\$ -</b>	<b>\$ 9,253.44</b>	<b>\$ 9,253.44</b>	<b>\$ 455,949.00</b>	<b>\$ -</b>	<b>\$ 455,949.00</b>

Indirect As A Percent of Direct

0.0%

Contractor Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



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

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

Bidder/Program Name: Goodwin Community Health

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

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$ 21,020.00	\$	\$ 21,020.00
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$ 2,525.00	\$	\$ 2,525.00
3. Consultants	\$	\$	\$	\$	\$	\$			
4. Equipment:	\$	\$	\$	\$	\$	\$			
Rental	\$	\$	\$	\$	\$	\$			
Repair and Maintenance	\$	\$	\$	\$	\$	\$			
Purchase/Depreciation	\$	\$	\$	\$	\$	\$			
5. Supplies:	\$	\$	\$	\$	\$	\$			
Educational	\$	\$	\$	\$	\$	\$			
Lab	\$	\$	\$	\$	\$	\$			
Pharmacy	\$	\$	\$	\$	\$	\$			
Medical	\$	\$	\$	\$	\$	\$			
Office	\$	\$	\$	\$	\$	\$			
6. Travel	\$	\$	\$	\$	\$	\$			
7. Occupancy	\$	\$	\$	\$	\$	\$			
8. Current Expenses	\$	\$	\$	\$	\$	\$			
Telephone	\$	\$	\$	\$	\$	\$			
Postage	\$	\$	\$	\$	\$	\$			
Subscriptions	\$	\$	\$	\$	\$	\$			
Audit and Legal	\$	\$	\$	\$	\$	\$			
Insurance	\$	\$	\$	\$	\$	\$			
Board Expenses	\$	\$	\$	\$	\$	\$			
9. Software	\$	\$	\$	\$	\$	\$			
10. Marketing/Communications	\$	\$	\$	\$	\$	\$			
11. Staff Education and Training	\$	\$	\$	\$	\$	\$			
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$			
Mobile Internet Services	\$	\$	\$	\$	\$	\$			
Indirect Fixed	\$	\$	\$	\$	\$	\$			
<b>TOTAL</b>	\$	\$	\$	\$	\$	\$	\$ 23,545.00	\$	\$ 23,545.00

Indirect As A Percent of Direct

#DIV/0!





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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

March 1, 2019

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

**REQUESTED ACTION**

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

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

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

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

**See Attached Fiscal Details**



### **EXPLANATION**

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

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

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

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

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

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

Area Served: Statewide

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



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

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

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

Respectfully submitted,

Approved by:

  
Jeffrey A. Meyers  
Commissioner



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

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

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

**PO 1058083**

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

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

**PO 1058083**

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

**Goodwin Community Health**

**PO 1058084**

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



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

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

**Goodwin Community Health**

**PO 1058084**

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

**Southern New Hampshire Services**

**PO 1058085**

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

**Southern New Hampshire Services**

**PO 1058085**

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



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

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

**Southwestern Community Services**

**PO 1058099**

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

**Southwestern Community Services**

**PO 1058099**

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

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



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

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

**PO 1058083**

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

**Goodwin Community Health**

**PO 1058084**

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

**Southern New Hampshire Services**

**PO 1058085**

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

**Southwestern Community Services**

**PO 1058099**

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

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

**Southwestern Community Services**

**PO 1058098**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	80003398	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$6,004,475	\$18,700	\$6,023,175





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

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

This 2<sup>nd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 19th day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Seacoast Community Health (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), as amended on June 8, 2018 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:  
Greater Seacoast Community Health.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,006,678.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete in its entirety Exhibit B-3, Budget, and replace with Exhibit B-3 Amendment #2, SFY 2019 BFPC Budget.





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

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

3/9/19  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

2/25/2019  
Date

Greater Seacoast Community Health

[Signature]  
Name: CEO  
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on February 25<sup>TH</sup>, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

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

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






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

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

OFFICE OF THE ATTORNEY GENERAL

3/17/2019  
Date

  
Name: Nancy J. Smith  
Title: Senior Asst. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



**Exhibit B-3 Amendment #2  
SFY 2019 BFPC Budget**

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

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: WSC Service Provider : Breastfeeding Peer Connecting  
(Name of RFP)

Budget Period: 7/1/2018-6/30/2019 (SFY18)

Line Item	Total Program Cost				Contractor/Share A Match				Funded by DHHS/Contract Share			
	Direct Incremental	Indirect	Fixed	Total	Direct Incremental	Indirect	Fixed	Total	Direct Incremental	Indirect	Fixed	Total
1. Total Salary/Wages	\$ 20,473.91	\$ -	\$ -	\$ 20,473.91	\$ -	\$ -	\$ -	\$ -	\$ 20,473.91	\$ -	\$ -	\$ 20,473.91
2. Employee Benefits	\$ 3,071.08	\$ -	\$ -	\$ 3,071.08	\$ -	\$ -	\$ -	\$ -	\$ 3,071.08	\$ -	\$ -	\$ 3,071.08
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mobile Internet Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Fixed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Project	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00
<b>TOTAL</b>	<b>\$ 30,544.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,544.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,544.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,544.00</b>

Indirect As A Percent of Direct

0.0%



MAY 24 '18 AM 10:11 DAS

14 mac



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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

May 15, 2018

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

**REQUESTED ACTION**

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

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B008	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$846,498	\$19,501	\$865,999
Total:			\$5,878,624	\$125,851	\$6,004,475

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

05-95-90-902010-62600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

See Attached Fiscal Details for Funding Distribution

**EXPLANATION**

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



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

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

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

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

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

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

Area Served: Statewide

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



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

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

Respectfully submitted,



Lisa M. Morris, MSSW  
Director

Approved by

  
Jeffrey A. Meyers  
Commissioner

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



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

**05-95-90-902010-62600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND  
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH  
AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			Sub-Total	\$782,865	\$12,600	\$795,465

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			Sub-Total	\$780,865	\$2,000	\$782,865

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			Sub-Total	\$491,164	\$7,650	\$498,814

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$2,000	\$38,849
			Sub-Total	\$489,164	\$2,000	\$491,164

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,868	\$0	\$271,868
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			Sub-Total	\$1,345,034	\$24,000	\$1,369,034



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**Southern New Hampshire Services**

**PO 1058085**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2019	102-500734	Contracts for Program Svc	90006001	\$151,358	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,988	\$0	\$271,988
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$101,643	\$2,000	\$103,643
			<b>Sub-Total</b>	<b>\$1,343,034</b>	<b>\$2,000</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$5,523	\$5,523
			<b>Sub-Total</b>	<b>\$322,249</b>	<b>\$5,523</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding/Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006041	\$24,136	\$7,000	\$26,36
			Sub-Total	\$320,249	\$7,000	\$327,249
		Funding Source Total		5,874,624	\$62,773	\$5,937,397

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$16,000	\$16,000
			Sub-Total	\$0	\$16,000	\$16,000

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$9,700	\$9,700
			Sub-Total	\$0	\$9,700	\$9,700

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$30,400	\$30,400
			Sub-Total	\$0	\$30,400	\$30,400

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$6,978	\$6,978
			Sub-Total	\$0	\$6,978	\$6,978
		Funding Source Total		\$0	\$63,078	\$63,078



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND  
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH  
AND COMMUNITY SERVICES; WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC  
IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90003398	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$5,878,624	\$125,851	\$56,004,475



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1<sup>st</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #1") dated this 25th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$ 999,678.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services
5. Delete in its entirety Exhibit B-2, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Budget.
6. Delete in its entirety Exhibit B-4, Budget, and replace with Exhibit B-2 Amendment #1, SFY 2019 WIC Budget.
7. Add Exhibit B-5 Amendment #1, Budget.
8. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/10/18

Date

Lisa Morris

Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Goodwin Community Health Center

4/26/2018

Date

Janet Laatch

Name: Janet Laatch  
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Stafford on 4/26/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Simone Talbot

Signature of Notary Public or Justice of the Peace

Simone Talbot Executive Asst.  
Name and Title of Notary or Justice of the Peace

GEORGE R. TALBOT, Notary Public  
State of New Hampshire

My Commission Expires: My Commission Expires September 12, 2022



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5-23-18  
Date

*Rebecca W. Ross*  
Name: *Rebecca W. Ross*  
Title: *Senior Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





## 1. Provisions Applicable to All Services

- 1.1. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court, or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

## 2. Scope of Services

- 2.1. The Vendor shall use additional funding:

- 2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;
  - 2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;
  - 2.1.1.2. Must be in place no later than June 30, 2018.
- 2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;
- 2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30<sup>th</sup>, 2018;



**Exhibit B-1 Amendment #1  
SFY 2018 WIC Budget**

Roxbury Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Order/Program Name: Goodwin Community Health											
Budget Request For: WIC Service Provider Carell & Stafford County (Name of RFP)											
Budget Period: 7/1/2017-6/30/2018 (SFY18)											
Line Item	Total Program Costs			Total	Contractor Share / Match			Total	Funded by SFY18 contract share		
	Direct Incremental	Indirect Fixed			Direct Incremental	Indirect Fixed			Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	330,658.83			330,658.83				330,658.83			330,658.83
2. Employee Benefits	61,231.02			61,231.02				61,231.02			61,231.02
3. Consultants											
4. Equipment											
Rental											
Repair and Maintenance											
Purchase/Depreciation											
5. Supplies											
Educational											
Lab											
Pharmacy											
Medical	4,300.00			4,300.00				4,300.00			4,300.00
Office	3,600.00			3,600.00				3,600.00			3,600.00
6. Travel	11,443.03			11,443.03				11,443.03			11,443.03
7. Occupancy	28,500.00			28,500.00				28,500.00			28,500.00
8. Current Expenses											
Telephone	3,000.00			3,000.00				3,000.00			3,000.00
Postage	1,300.00			1,300.00				1,300.00			1,300.00
Subscriptions											
Rent and Legal	6,000.00			6,000.00				6,000.00			6,000.00
Insurance	7,200.00			7,200.00				7,200.00			7,200.00
Board Expenses											
9. Software											
10. Marketing/Communications	800.00			800.00				800.00			800.00
11. Self Education and Training	1,750.00			1,750.00				1,750.00			1,750.00
12. Subcontract/Agreements											
13. Computer Purchases/WIC system	7,850.00			7,850.00				7,850.00			7,850.00
Health Inform Services	800.00			800.00				800.00			800.00
Indirect Fixed		5,468.30		5,468.30					5,468.30		5,468.30
TOTAL	423,058.79	5,468.30		428,527.09				423,058.79	5,468.30		428,527.09
Indirect As A Percent of Direct 1.3%											



**Exhibit B-2 Amendment #1  
SFY 2018 Budget**

<p align="center"><b>New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD</b></p>										
<p>Contract/Program Name: Goodwin Community Health</p>										
<p>Contract Request for: WIC Service Provider Contract &amp; Stafford County (Place of RFP)</p>										
<p>Budget Period: 7/1/2018-6/30/2018 (SFY18)</p>										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DPH contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	258,773.00	18,863.88	277,636.88	10,000.00	1,218.89	11,218.89	258,773.00	-	-	258,773.00
2. Employee Benefits	81,772.36	6,146.28	87,918.64	-	-	-	81,772.36	-	-	81,772.36
3. Conferences	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
5. Rental	-	-	-	-	-	-	-	-	-	-
6. Repair and Maintenance	-	-	-	-	-	-	-	-	-	-
7. Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-	-	-	-
10. Lab	-	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-	-
12. Medical	4,500.00	-	4,500.00	-	-	-	4,500.00	-	-	4,500.00
13. Office	8,000.00	-	8,000.00	-	-	-	8,000.00	-	-	8,000.00
14. Travel	11,322.81	-	11,322.81	-	-	-	11,322.81	-	-	11,322.81
15. Occupancy	28,000.00	-	28,000.00	-	-	-	28,000.00	-	-	28,000.00
16. Current Expenses	-	-	-	-	-	-	-	-	-	-
17. Telephone	1,500.00	-	1,500.00	-	-	-	1,500.00	-	-	1,500.00
18. Postage	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
19. Reproduction	-	-	-	-	-	-	-	-	-	-
20. Audit and Legal	8,000.00	-	8,000.00	-	-	-	8,000.00	-	-	8,000.00
21. Insurance	8,000.00	-	8,000.00	-	-	-	8,000.00	-	-	8,000.00
22. Other Expenses	-	-	-	-	-	-	-	-	-	-
23. Internet	-	-	-	-	-	-	-	-	-	-
24. Marketing/Communications	250.00	-	250.00	-	-	-	250.00	-	-	250.00
25. Staff Education and Training	1,000.00	-	1,000.00	-	-	-	1,000.00	-	-	1,000.00
26. Support/Consulting Services	-	-	-	-	-	-	-	-	-	-
27. NWA Travel SFY 2018	2,000.00	-	2,000.00	-	-	-	2,000.00	-	-	2,000.00
28. Mobile Internet Service	800.00	-	800.00	-	-	-	800.00	-	-	800.00
TOTAL	427,818.66	11,010.16	438,828.82	11,218.89	-	11,218.89	427,818.66	-	-	427,818.66

Indirect as a Percent of Direct

2.5%

Contractor Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit B-3 Amendment #1  
Infrastructure Budget**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Proposal Name: Goodwin Community Health

Budget Request for: ROC Service Provider - Infrastructure  
(Name of RFP)

Budget Period: 7/1/2017-6/30/2018 (SPY18)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS/contract share		
	Direct Expenditures	Indirect Costs	Total	Direct Expenditures	Indirect Costs	Total	Direct Expenditures	Indirect Costs	Total
1. Total Personnel									
2. Employee Benefits									
3. Contractual									
4. Equipment									
Rent									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Other Expenses									
Telephone									
Postage									
Educational									
Audit and Legal									
Insurance									
Board Expenses									
9. Other									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontract/Agreements									
13. Computer Equipment/Purchases	8,700.00		8,700.00				8,700.00		8,700.00
Utility/Internet Services									
Indirect Total									
<b>TOTAL</b>									
<b>TOTAL</b>									

Indirect As A Percent of Direct: 0.00%



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DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This Information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network:

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security: All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 308. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



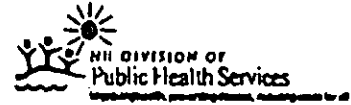


Jeffrey A. Meyers  
Comptroller

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-4503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



May 1, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
Total:			\$5,878,624

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified, without further approval from the Governor and Executive Council.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM



**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$80,802
			Sub-Total:	\$782,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312



**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,866

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,688
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312



**05-95-80-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN  
SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND  
COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

**EXPLANATION**

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups; pregnant women; postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

These contracts contain language which allows the Department to extend contracted services for up to four additional years, contingent upon satisfactory performance, continued funding and Governor and Executive Council approval.

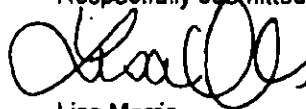
Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner





New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Special Supplemental Nutrition  
Program for Women, Infants & Children  
RFP Name

RFP-2018-DPHS-11-SPEC1  
RFP Number

Bidder Name

1. CAP Bolknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	167
	200	182
	200	182

Reviewer Names

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin
4. Ussa Strals, Administrator  
Nutrition Services DPHS
5. \_\_\_\_\_
6. \_\_\_\_\_



45.2

FORM NUMBER P-37 (version 5/8/15)

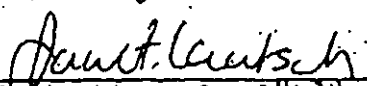
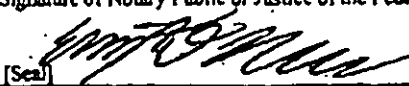


Subject: WIC and Breastfeeding Peer Counseling Services (RFP-2018-DPHS-11-SPEC-02)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Goodwin Community Health Center		1.4 Contractor Address 311 Route 108, Somersworth NH 03878	
1.5 Contractor Phone Number 603-749-2346	1.6 Account Number 05-95-90-902010-5260-102-500731 05-95-90-902010-5260-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$980,328
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet Leutsch, CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Strafford</u> On <u>May 10, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		ELIZABETH A. CLEMENCE Notary Public, State of New Hampshire My Commission Expires April 6, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace Elizabeth Clemence, Notary			
1.14 State Agency Signature  Date: <u>5/15/17</u>		1.15 Name and Title of State Agency Signatory LDA MORRIS, DIRECTOR	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. York, Attorney 5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.





## Exhibit A

### Scope of Services

#### 1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

#### 2. STATEMENT OF WORK

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
  - 2.2.1 Provide WIC services to the contracted caseload of 2,513 to include women, infants and children each month utilizing the StarLINC MIS system in the counties of Carroll and Strafford.
  - 2.2.2 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
  - 2.2.3 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
  - 2.2.4 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.
  - 2.2.5 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:





## Exhibit A

- 2.2.5.1 Include national WIC enrollment and retention website ([www.signuupwic.com](http://www.signuupwic.com)) in outreach materials and on individual agency website;
- 2.2.5.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
- 2.2.5.3 Distribution of WIC informational booklets and referral materials;
- 2.2.5.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
- 2.2.5.5 Maintenance of participant waiting list, if appropriate;
- 2.2.5.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
- 2.2.5.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday, and
- 2.2.5.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.8 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
  - 2.2.6.1 A minimum of twenty-five (25) enrolled participants;
  - 2.2.6.2 Nearby WIC-authorized food stores;
  - 2.2.6.3 Other community and health services that serve WIC eligible participants; and
  - 2.2.6.4 Available transportation for accessing the WIC clinic.
- 2.2.7 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.8 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.9 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.10 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.11 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.12 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.
- 2.2.13 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.





## Exhibit A

- 2.2.14 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
- 2.2.15 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
- 2.2.16 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
- 2.2.17 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
- 2.2.18 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract.
- 2.2.19 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
- 2.2.20 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
- 2.2.21 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.22 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
- 2.2.23 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.24 Conduct special projects as appropriate funding is received.
- 2.2.25 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

### 3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30<sup>th</sup> of each contract year.
- 3.2 The Contractor shall provide a mid-year progress report no later than January 30<sup>th</sup> of each contract year.





## Exhibit A

- 3.3 The Contractor shall provide a year-end report no later than June 30<sup>th</sup> of each contract year.

### 4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

### 5. PERFORMANCE MEASURES

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department





## Exhibit A

and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:

- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3<sup>rd</sup> month of pregnancy.
- 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5<sup>th</sup> birthday.
- 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 8 months.
- 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
- 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.

- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

### Workplan Schedule

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2018 Workplan Revisions Due	June 30, 2018
SFY 2018 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019





Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2, B-3 and B-4.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must:
    - 4.2.1. Clearly identify the amount requested and the services performed during that period.
    - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:  
NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.



**Exhibit B-1  
Budget**

<p align="center"><b>New Hampshire Department of Health and Human Services</b>  <b>COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD</b></p>										
<p><b>Child/Program Name:</b> Goodwin Community Health</p> <p><b>Budget Request for:</b> CPHC Service Provider Council &amp; Bedford County (Date of FY)</p> <p><b>Budget Period:</b> 7/1/2017-6/30/2018 (FY18)</p>										
Line Item	Category	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1. Travel	Travel	10,472.00	10,472.00	10,472.00			10,472.00	10,472.00		10,472.00
2. Business Services	Business Services	3,671.00	3,671.00	3,671.00			3,671.00	3,671.00		3,671.00
3. Consulting	Consulting									
4. Equipment	Equipment									
5. Supplies	Supplies									
6. Travel	Travel									
7. Computer	Computer									
8. Other Expenses	Other Expenses									
9. Other Expenses	Other Expenses									
10. Other Expenses	Other Expenses									
11. Other Expenses	Other Expenses									
12. Other Expenses	Other Expenses									
13. Other Expenses	Other Expenses									
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98. Other Expenses	Other Expenses									
99. Other Expenses	Other Expenses									
100. Other Expenses	Other Expenses									
TOTAL		23,143.00	23,143.00	23,143.00			23,143.00	23,143.00		23,143.00

Contractor Initials:                       
 Date: 5-10-17



Exhibit B-2  
Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
<p>Client/Program Name: <u>Coastal Community Health</u></p> <p>Budget Request For: <u>YHC Service Provider Care &amp; Coastal County</u> (Name of Agency)</p> <p>Budget Period: <u>07/01/07-06/30/08</u> (FY11)</p>									
Line Item	Category	FY10 Actual	FY11 Request	FY11 Available	FY11 Encumbrance	FY11 Balance	FY11 Available	FY11 Encumbrance	FY11 Balance
1	Total Personnel	220,250.00	211,177.00	211,177.00	-	-	211,177.00	11,177.00	200,000.00
2	Employee Benefits	29,581.00	2,001.00	21,000.00	-	-	21,000.00	2,001.00	19,000.00
3	Contractors	-	-	-	-	-	-	-	-
4	Travel	-	-	-	-	-	-	-	-
5	Supplies and Materials	-	-	-	-	-	-	-	-
6	Telephone	-	-	-	-	-	-	-	-
7	Postage	-	-	-	-	-	-	-	-
8	Utilities	-	-	-	-	-	-	-	-
9	Medical	4,200.00	-	4,200.00	-	-	4,200.00	-	4,200.00
10	Office	8,000.00	-	8,000.00	-	-	8,000.00	-	8,000.00
11	Travel	11,443.00	-	11,443.00	-	-	11,443.00	-	11,443.00
12	Contractors	73,000.00	-	73,000.00	-	-	73,000.00	-	73,000.00
13	Capital Expenses	-	-	-	-	-	-	-	-
14	Telephone	1,500.00	-	1,500.00	-	-	1,500.00	-	1,500.00
15	Postage	1,000.00	-	1,000.00	-	-	1,000.00	-	1,000.00
16	Supplies and Materials	8,000.00	-	8,000.00	-	-	8,000.00	-	8,000.00
17	Telephone	8,000.00	-	8,000.00	-	-	8,000.00	-	8,000.00
18	Medical	800.00	-	800.00	-	-	800.00	-	800.00
19	Postage	1,200.00	-	1,200.00	-	-	1,200.00	-	1,200.00
20	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
21	Travel	800.00	-	800.00	-	-	800.00	-	800.00
22	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
23	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
24	Postage	800.00	-	800.00	-	-	800.00	-	800.00
25	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
26	Travel	800.00	-	800.00	-	-	800.00	-	800.00
27	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
28	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
29	Postage	800.00	-	800.00	-	-	800.00	-	800.00
30	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
31	Travel	800.00	-	800.00	-	-	800.00	-	800.00
32	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
33	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
34	Postage	800.00	-	800.00	-	-	800.00	-	800.00
35	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
36	Travel	800.00	-	800.00	-	-	800.00	-	800.00
37	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
38	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
39	Postage	800.00	-	800.00	-	-	800.00	-	800.00
40	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
41	Travel	800.00	-	800.00	-	-	800.00	-	800.00
42	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
43	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
44	Postage	800.00	-	800.00	-	-	800.00	-	800.00
45	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
46	Travel	800.00	-	800.00	-	-	800.00	-	800.00
47	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
48	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
49	Postage	800.00	-	800.00	-	-	800.00	-	800.00
50	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
51	Travel	800.00	-	800.00	-	-	800.00	-	800.00
52	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
53	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
54	Postage	800.00	-	800.00	-	-	800.00	-	800.00
55	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
56	Travel	800.00	-	800.00	-	-	800.00	-	800.00
57	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
58	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
59	Postage	800.00	-	800.00	-	-	800.00	-	800.00
60	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
61	Travel	800.00	-	800.00	-	-	800.00	-	800.00
62	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
63	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
64	Postage	800.00	-	800.00	-	-	800.00	-	800.00
65	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
66	Travel	800.00	-	800.00	-	-	800.00	-	800.00
67	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
68	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
69	Postage	800.00	-	800.00	-	-	800.00	-	800.00
70	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
71	Travel	800.00	-	800.00	-	-	800.00	-	800.00
72	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
73	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
74	Postage	800.00	-	800.00	-	-	800.00	-	800.00
75	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
76	Travel	800.00	-	800.00	-	-	800.00	-	800.00
77	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
78	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
79	Postage	800.00	-	800.00	-	-	800.00	-	800.00
80	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
81	Travel	800.00	-	800.00	-	-	800.00	-	800.00
82	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
83	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
84	Postage	800.00	-	800.00	-	-	800.00	-	800.00
85	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
86	Travel	800.00	-	800.00	-	-	800.00	-	800.00
87	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
88	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
89	Postage	800.00	-	800.00	-	-	800.00	-	800.00
90	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
91	Travel	800.00	-	800.00	-	-	800.00	-	800.00
92	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
93	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
94	Postage	800.00	-	800.00	-	-	800.00	-	800.00
95	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
96	Travel	800.00	-	800.00	-	-	800.00	-	800.00
97	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
98	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
99	Postage	800.00	-	800.00	-	-	800.00	-	800.00
100	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
101	Travel	800.00	-	800.00	-	-	800.00	-	800.00
102	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
103	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
104	Postage	800.00	-	800.00	-	-	800.00	-	800.00
105	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
106	Travel	800.00	-	800.00	-	-	800.00	-	800.00
107	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
108	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
109	Postage	800.00	-	800.00	-	-	800.00	-	800.00
110	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
111	Travel	800.00	-	800.00	-	-	800.00	-	800.00
112	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
113	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
114	Postage	800.00	-	800.00	-	-	800.00	-	800.00
115	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
116	Travel	800.00	-	800.00	-	-	800.00	-	800.00
117	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
118	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
119	Postage	800.00	-	800.00	-	-	800.00	-	800.00
120	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
121	Travel	800.00	-	800.00	-	-	800.00	-	800.00
122	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
123	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
124	Postage	800.00	-	800.00	-	-	800.00	-	800.00
125	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
126	Travel	800.00	-	800.00	-	-	800.00	-	800.00
127	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
128	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
129	Postage	800.00	-	800.00	-	-	800.00	-	800.00
130	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
131	Travel	800.00	-	800.00	-	-	800.00	-	800.00
132	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
133	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
134	Postage	800.00	-	800.00	-	-	800.00	-	800.00
135	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
136	Travel	800.00	-	800.00	-	-	800.00	-	800.00
137	Supplies and Materials	800.00	-	800.00	-	-	800.00	-	800.00
138	Telephone	800.00	-	800.00	-	-	800.00	-	800.00
139	Postage	800.00	-	800.00	-	-	800.00	-	800.00
140	Contractors	800.00	-	800.00	-	-	800.00	-	800.00
141	Travel	800.00	-	800.00	-	-	800.00	-	800.00
142	Supplies and Materials	800.00	-	800.00	-	-	800.		



**Exhibit B-3**  
**Budget**

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

ChildPrograms Name: **Goodwin Community Health**

**Budget Request for: C/P/C Services Provider Carroll & Jefferson County  
year of 2019**

Budget Period: 7/1/2019-6/30/2019 (25Y11)

Line Item	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	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Indirect Air & Products of Direct

Contractor's Mark: AL  
Date: 5-10-77



Exhibit 9-4  
Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
Child/Program Name: <b>Coastal Community Health</b>										
Budget Request For: <b>WIC Service Provider Carroll &amp; Rockland County</b> (State of NH)										
Fiscal Period: <b>7/1/2015-6/30/2016 (FY16)</b>										
Line Item	Category	FY15 Actual	FY15 Budget	FY16 Request	FY16 Budget	FY16 Request	FY16 Budget	FY16 Request	FY16 Budget	FY16 Request
1. Total Subventions		15,772.81	15,772.81	15,772.81	15,772.81	15,772.81	15,772.81	15,772.81	15,772.81	15,772.81
2. Personnel Benefits		6,177.36	6,177.36	6,177.36	6,177.36	6,177.36	6,177.36	6,177.36	6,177.36	6,177.36
3. Capital		-	-	-	-	-	-	-	-	-
4. Equipment		-	-	-	-	-	-	-	-	-
5. Travel		-	-	-	-	-	-	-	-	-
6. Other		-	-	-	-	-	-	-	-	-
7. Occupancy		23,600.00	23,600.00	23,600.00	23,600.00	23,600.00	23,600.00	23,600.00	23,600.00	23,600.00
8. Current Expenses		-	-	-	-	-	-	-	-	-
9. Materials		1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
10. Printing		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
11. Reproduction		-	-	-	-	-	-	-	-	-
12. Audit and Legal		5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
13. Insurance		6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
14. Board Expenses		-	-	-	-	-	-	-	-	-
15. Subventions		-	-	-	-	-	-	-	-	-
16. Printing/Communications		278.00	278.00	278.00	278.00	278.00	278.00	278.00	278.00	278.00
17. Mail Acquisition and Labor		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
18. Subventions/Communications		-	-	-	-	-	-	-	-	-
19. Other (except state subventions)		-	-	-	-	-	-	-	-	-
20. Other Internal Services		500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
TOTAL		48,450.80	48,450.80	48,450.80	48,450.80	48,450.80	48,450.80	48,450.80	48,450.80	48,450.80

Indirect As A Percent of Direct

Contractor: **PL**  
Date: **5-10-17**





### SPECIAL PROVISIONS

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;





- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

*IL*  
Date 5-10-17



New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written Interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials

*[Signature]*  
Date *5-10-07*





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13168, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



New Hampshire Department of Health and Human Services  
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** 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 the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.





REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.8 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR 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 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5-10-77  
Date

Janet Laatsch  
Name  
Title CEO, Janet Laatsch





**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):  
\*Temporary Assistance to Needy Families under Title IV-A  
\*Child Support Enforcement Program under Title IV-D  
\*Social Services Block Grant Program under Title XX  
\*Medicaid Program under Title XIX  
\*Community Services Block Grant under Title VI  
\*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

8-10-17  
Date

Janet Laatsch  
Name:  
Title: CEO, Janet Laatsch

Exhibit E - Certification Regarding Lobbying

Contractor Initials RL





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions, and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services  
Exhibit F



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5-10-17  
Date

Janet Laatsch  
Name:  
Title: CEO, Janet Laatsch





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity;
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-88), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13278 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials 

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

8/27/11  
Rev. 10/21/14

Page 1 of 2

Date 5-10-17



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5-10-17  
Date

Janet Laatsch  
Name:  
Title: CEO, Janet Laatsch

Exhibit G

Certification of Compliance with requirements pertaining to Federal nondiscrimination, Equal Treatment of Faith-Based Organizations and whistleblower protections

Contractor Initials JK

6/27/16  
Rev. 10/2/14

Page 2 of 2

Date 5-10-17





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18. If the services are funded by Federal programs either directly or through State or local governments; by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5-10-17  
Date

Janet Laatsch  
Name  
Title: CEO, Janet Laatsch





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.





Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/20/14

Contractor initials

Date 5-10-17





Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI





Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials JR

Date 5-10-17





Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

Date 5-10-17





Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State  
[Signature]  
Signature of Authorized Representative  
LISA MORRIS  
Name of Authorized Representative  
Director, DPHS  
Title of Authorized Representative  
5-15-17  
Date

Coaching in Community Health  
Name of the Contractor  
[Signature]  
Signature of Authorized Representative  
[Signature]  
Name of Authorized Representative  
CEO  
Title of Authorized Representative  
5-10-17  
Date





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of Individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

5-10-11

Name:  
Title:

Janet Loatsch  
CEO, Janet Loatsch



New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 730054164
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here.

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here.

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC and Breastfeeding Peer Counseling Services Contract**

This 3<sup>rd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (item #45); as amended on June 6, 2018 (item #14); and June 5, 2019 (item #27); the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$5,438,192.
2. Modify Exhibit A Scope of Services, Section 2, Statement of Work, Subsection 2.2 by adding Paragraph 2.2.26, to read:  
2.2.26. The Contractor shall implement and provide ongoing WIC Program remote services.
3. Modify Exhibit A Scope of Services, Section 2, Statement of Work, Subsection 2.2 by adding Paragraph 2.2.27, to read:  
2.2.27. The Contractor shall purchase or procure computer equipment and supplies to implement WIC Program remote services, which includes:
  - 2.2.27.1. Computer laptops and/or tablets that:
    - 2.2.27.1.1 Meet the specifications of the New Hampshire WIC Management Information System and enhancements for Electronic Benefit Transfer;
    - 2.2.27.1.2. Wholly support Windows 10 and accompanying security updates; and
    - 2.2.27.1.3 Are operational no later than September 30, 2020;
  - 2.2.27.2. An SMS/texting notification system; and
  - 2.2.27.3. Mailing supplies.
4. Modify Exhibit A Scope of Services, Section 2, Statement of Work, Subsection 2.2 by adding Paragraph 2.2.28, to read:  
2.2.28. The Contractor shall enhance its Breastfeeding Peer Counselor Program community outreach and promotion services, in accordance with the USDA Loving Support Model and federal allowable costs, by providing services that include, but are not limited to:
  - 2.2.28.1. In-office breastfeeding education and support.



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



- 2.2.28.2. Telephone support.
- 2.2.28.3. In-hospital support.
- 2.2.28.4. On-going training for peer counselors.
- 5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:
  - 1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants and Children; in providing services pursuant to Exhibit A, Scope of Services. The Contractor agrees to provide the services in Exhibit A, Scope of Services and Exhibit A-1, Scope of Services, in compliance with funding requirements.
- 6. Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:
  - 2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Scope of Services.
- 7. Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  - 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-4 Budget – Amendment #3, SFY 2021 BFPC Services.
- 8. Modify Exhibit B-2 Amendment #2, SFY 2021 WIC Budget, by replacing in its entirety with Exhibit B-2 Budget – Amendment #3, SFY 2021 WIC Services, which is incorporated by reference and attached herein.
- 9. Modify Exhibit B-4 Amendment #2, SFY 2021 BFPC Budget, by replacing in its entirety with Exhibit B-4 Budget – Amendment #3, SFY 2021 BFPC Services, which is attached hereto and incorporated by reference herein.



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, July 1, 2021, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

A handwritten signature in cursive script, appearing to read "Lisa Morris".

Name: Lisa Morris  
Title: Director

6/23/2020

Date

Southern New Hampshire Services

A handwritten signature in cursive script, appearing to read "Donnalee Lozeau".

Name: Donnalee Lozeau  
Title: Executive Director

June 23, 2020

Date



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

**OFFICE OF THE ATTORNEY GENERAL**

06/26/20

Date: \_\_\_\_\_

*Catherine Pinos*

Name: \_\_\_\_\_

Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04.

**OFFICE OF THE SECRETARY OF STATE**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Exhibit B-2 Budget – Amendment #3 SFY 2021 WIC Services

New Hampshire Department of Health and Human Services

Bidder Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children  
(Name of RFP)

Budget Period: 7/1/2020 - 6/30/2021

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 677,958.00	\$ -	\$ 677,958.00	
2. Employee Benefits	\$ 301,135.00	\$ -	\$ 301,135.00	
3. Consultants	\$ 25,230.00	\$ -	\$ 25,230.00	
4. Equipment:	\$ 13,100.00	\$ -	\$ 13,100.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 25,834.00	\$ -	\$ 25,834.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 24,945.00	\$ -	\$ 24,945.00	
7. Occupancy	\$ 75,873.00	\$ -	\$ 75,873.00	
8. Current Expenses	\$ 31,095.00	\$ -	\$ 31,095.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 2,850.00	\$ -	\$ 2,850.00	
12. Indirect Cost	\$ -	\$ 113,731.00	\$ 113,731.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Special Project/NWA Trust	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,180,020.00</b>	<b>\$ 113,731.00</b>	<b>\$ 1,293,751.00</b>	

Indirect As A Percent of Direct

9.6%



**Exhibit B-4 Budget - Amendment #3  
SFY 2021 BFPC Services**

**New Hampshire Department of Health and Human Services**

**Bidder Name:** Southern New Hampshire Services

**Budget Request for:** BFPC - Breast Feeding Peer Council  
(Name of RFP)

**Budget Period:** 7/1/2020 - 6/30/21

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 43,640.00	\$ -	\$ 43,640.00	
2. Employee Benefits	\$ 7,271.00	\$ -	\$ 7,271.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 10.00	\$ -	\$ 10.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,248.00	\$ -	\$ 2,248.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	
12. Indirect Cost	\$ -	\$ 5,260.00	\$ 5,260.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Special Breastfeeding Project	\$ 7,864.00	\$ -	\$ 7,864.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	<b>\$ 61,533.00</b>	<b>\$ 5,260.00</b>	<b>\$ 66,793.00</b>	

Indirect As A Percent of Direct

8.5%



# State of New Hampshire

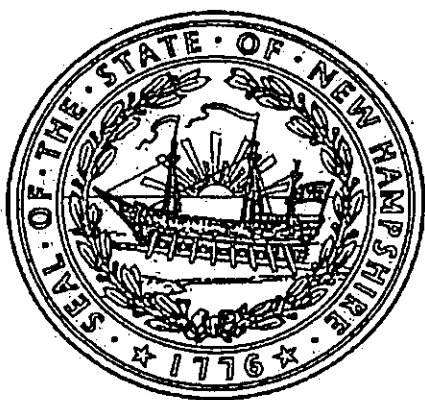
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506

Certificate Number: 0004913065



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



CERTIFICATE OF VOTE  
(Corporate Authority)

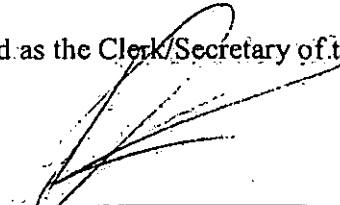
I, Orville Kerr, Clerk/Secretary of Southern New Hampshire Services, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that:

- (1) I am that duly elected and acting Clerk/Secretary of the Corporation;
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Board of Directors of the Corporation have authorized, on September 7, 2019, such authority to be in force and effect until June 30, 2021 the person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any contract or other instrument for sale of products and services:

<u>DonnaLee Lozeau</u>	<u>Executive Director</u>
<u>Ryan Clouthier</u>	<u>Deputy Director</u>
<u>James Chaisson</u>	<u>Chief Fiscal Officer</u>
<u>Ron Ross</u>	<u>Housing Fiscal Officer</u>

- (5) The meeting of the Board of Directors was held in accordance with New Hampshire law and the by-laws of the Corporation; and
- (6) Said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or/ section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 23<sup>rd</sup> day of June, 2020.

  
\_\_\_\_\_  
Clerk/Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the 23<sup>rd</sup> day of June, 2020, before me, Debra D. Stohrer, the undersigned Officer, personally appeared, Orville Kerr who acknowledged himself to be the Clerk/Secretary of Southern New Hampshire Services, Inc., a corporation, and that he as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission expires:

DEBRA D. STOHRER  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020



## **SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

*The Community Action Partnership for Hillsborough and Rockingham Counties*

Mailing Address: P.O. Box 5040, Manchester, NH 03108  
40 Pine Street, Manchester, NH 03103  
(603) 668-8010 Fax: (603) 645-6734

*(Approved September 7, 2019)*

**Resolved:** The Board of Directors of Southern New Hampshire Services, Inc. authorizes Donnalee Lozeau, Executive Director/Chief Executive Officer; Ryan Clouthier, Deputy Director; James Chaisson, Fiscal Officer; and Ron Ross, Housing Fiscal Officer to sign contracts, checks and other documents on behalf of the Agency with the following:

The State of New Hampshire including the Department of Health and Human Services: Division of Family Assistance for TANF, NHEP, Workplace Success, CSBG, and Homeless Services; Division of Public Health Services for WIC/CSFP; Division for Children, Youth & Families for Child Care Resource and Referral Services; Office of Human Services/Bureau of Homeless and Housing Services for Homeless Programs; Office of Minority Health & Refugee Affairs for Refugee Social Services; The New Hampshire Office of Energy and Planning for the Weatherization Assistance Program, Heating, Repair and Replacement Program, Senior Energy Assistance Services, and the Fuel Assistance Program; the New Hampshire Department of Education for the Child & Adult Care Food Program, Summer Food Service Program, English as a Second Language, Portsmouth Adult Basic Education Program, and Adult Education/College Transitions at Portsmouth; the New Hampshire Department of Resources and Economic Development for the WIOA Adult & Dislocated Worker Programs, and OJT National Emergency Grants; the New Hampshire Department of Safety for Interpretation Services for Non-English Speakers and the Deaf and Hard of Hearing at Specified Meetings.

The U.S. Department of Health and Human Services, Administration for Children and Families, for Head Start; U.S. Department of Labor/ETA for the YouthBuild Program; Office of Community Services sponsored programs; the Corporation for National and Community Services for RSVP; United States Department of Housing and Urban Development for Housing and Homeless Program.

The United Way of Greater Nashua; Heritage United Way; Monadnock United Way; United Way of the Greater Seacoast; NH Charitable Foundation for the Western Hillsborough County Family Services Program; Community Action Program Belknap/Merrimack Counties, Inc. for the Emergency Food Assistance Program, (TEFAP), the HOME Investment Partnership Program, and the Senior Community Service Employment Program; New Hampshire utility companies for Neighbor Helping Neighbor, Electric Assistance Program (EAP), and NH Saves Home Energy Solution and Home Energy Assistance Programs; City of Manchester; City of Nashua; City of Nashua-Brownfield Fund; New Hampshire Housing Finance Authority; Manchester Housing and Redevelopment Authority; Nashua Housing Authority for housing and community development programs; New Hampshire Community Action Association; and any and all other Federal, State, Local, Public and Private Agencies seeking to provide services consistent with the Mission of Southern New Hampshire Services, Inc. through contractual relationships with Southern New Hampshire Services, Inc.





SOUTNEW-12

DCOMEAU

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME:	
	PHONE (A/C, No, Ext): (781) 792-3200	FAX (A/C, No): (781) 792-3400
INSURED  Southern New Hampshire Services Inc. 40 Pine Street Manchester, NH 03103	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Cincinnati Insurance Company	
	10677	
	INSURER B: Eastern Alliance Insurance Company	
	10724	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ETD 041 72 57	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETA 041 72 60	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ETD 041 72 57	12/31/2019	12/31/2020	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) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	03-0000112165-02	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.			ETD 041 72 57	12/31/2019	12/31/2020	Aggregate \$2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)  
Automobile: \$500 Comprehensive Deductible / \$1,000 Collision Deductible

Workers Compensation Covered States (A): NH, ME

## CERTIFICATE HOLDER

## CANCELLATION

NH DHHS Division of Family Assistance  
129 Pleasant St.  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





## **SOUTHERN NEW HAMPSHIRE SERVICES**

*The Community Action Partnership for Hillsborough and Rockingham Counties*

*Helping People. Changing Lives.*

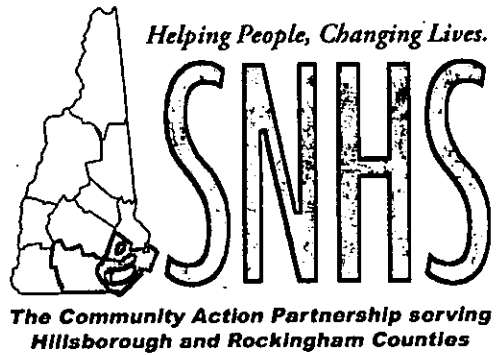
### **MISSION STATEMENT**

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
  - 1. Secure and retain meaningful employment
  - 2. Attain an adequate education
  - 3. Make better use of available income
  - 4. Obtain and maintain adequate housing and a suitable living environment
  - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
  - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
  - 7. Achieve greater participation in the affairs of the community, and
  - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.





**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2019**



**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2019**

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Financial Report	



**OUELLETTE & ASSOCIATES, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.  
Michael R. Dunn, C.P.A.  
Jonathan A. Hussey, C.P.A., M.S.T.  
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, Jr., C.P.A.

**Independent Auditor's Report on Internal Control over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial  
Statements Performed in Accordance with *Government Auditing Standards***

To the Board of Directors  
Southern New Hampshire Services, Inc. and Affiliate  
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliate, which comprise the combined statement of financial position as of July 31, 2019, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated February 12, 2020.

**Internal Control over Financial Reporting**

In planning and performing our audit of the combined financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's combined financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and affiliate's combined financial statements are free from material misstatement, we performed tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

February 12, 2020  
Lewiston, Maine



**OUELLETTE & ASSOCIATES, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.  
Michael R. Dunn, C.P.A.  
Jonathan A. Hussey, C.P.A., M.S.T.  
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.  
Gary A. Wigan, C.P.A.  
C. Joseph Wolverton, Jr., C.P.A.

**Independent Auditor's Report on Compliance for Each Major Program and on  
Internal Control over Compliance and Schedule of Expenditures of  
Federal Awards Required by the Uniform Guidance**

To the Board of Directors  
Southern New Hampshire Services, Inc. and Affiliate  
Manchester, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Southern New Hampshire Services, Inc. (the Organization) and affiliate's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and affiliate's major federal programs for the year ended July 31, 2019. Southern New Hampshire Services, Inc. and affiliate's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc. and affiliate's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc. and affiliate's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc. and affiliate's compliance.



### ***Opinion on Each Major Federal Program***

In our opinion, Southern New Hampshire Services, Inc. and affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2019.

### **Report on Internal Control over Compliance**

Management of Southern New Hampshire Services, Inc. and affiliate is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc. and affiliate's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



## **Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance**

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliate as of and for the year ended July 31, 2019, and have issued our report thereon dated February 12, 2020, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

February 12, 2020  
Lewiston, Maine



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2019

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
<b>FEDERAL AWARDS</b>				
<u><b>U.S. Department of Agriculture:</b></u>				
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
WIC Special Supplemental Nutrition Program for Women, Infants and Children	10.557	184NH703W1003	\$ -	\$ 1,228,016
	10.557	174NH703W1003		114,692
				<u>1,342,708</u>
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Commodity Supplemental Food Program	10.565	201818Y800544		100,632
	10.565	201919Y800544		8,609
				<u>109,241</u>
<i>Pass-Through State of New Hampshire Department of Education</i>				
Child and Adult Care Food Program	10.558			1,046,749
Summer Food Service Program for Children	10.559			126,951
				<u>1,173,700</u>
Total U.S. Department of Agriculture			<u>\$ -</u>	<u>\$ 2,625,649</u>
<u><b>U.S. Department of Housing and Urban Development:</b></u>				
<i>Direct Program</i>				
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ -	\$ 520,382
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Emergency Solutions Grant Program	14.231	E17-DC-33-0001		93,004
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900			4,000
				<u>4,000</u>
Total U.S. Department of Housing and Urban Development			<u>\$ -</u>	<u>\$ 617,386</u>
Subtotal			<u>\$ -</u>	<u>\$ 3,243,035</u>



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2019

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ -	\$ 3,243,035
<b>U.S. Department of Labor:</b>				
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>				
<b>WIOA Cluster</b>				
WIOA Adult Program	17.258	02-6000618	\$ 142,256	\$ 1,131,666
WIOA Dislocated Worker Formula Grants	17.278	02-6000618	135,936	1,379,303
Total WIOA Cluster			278,192	2,510,969
Senior Community Service Employment Program	17.235	02-6000618	34,787	247,158
WIOA Youth Activities	17.259	02-6000618		13,487
WIOA Dislocated Worker National Reserve Demonstration Grants	17.280	02-6000618		459,003
Total U.S. Department of Labor			\$ 312,979	\$ 3,230,617
<b>U.S. Department of Energy:</b>				
<i>Pass-Through State of New Hampshire Governor's Office Office of Strategic Initiatives</i>				
Weatherization Assistance for Low-Income Persons	81.042	EE0007935	\$ -	\$ 529,373
Total U.S. Department of Energy:			\$ -	\$ 529,373
<b>U.S. Department of Education:</b>				
<i>Pass-Through State of New Hampshire Department Of Education</i>				
Adult Education - Basic Grants to States	84.002	67011-ABE	\$ -	\$ 32,099
	84.002	67011-ABE		14,308
	84.002	67011-ABE		19,745
	84.002	67011-ABE		40,555
Total U.S. Department of Education			\$ -	\$ 106,707
<b>Corporation for National and Community Services:</b>				
<i>Direct Program</i>				
Retired and Senior Volunteer Program	94.002	17SRANH002	\$ -	\$ 115,829
Total Corporation for National and Community Services			\$ -	\$ 115,829
Subtotal			\$ 312,979	\$ 7,225,561



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2019

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ 312,979	\$ 7,225,561
<b><u>U.S. Department of Health and Human Services:</u></b>				
<i>Direct Program</i>				
Head Start	93.600	01CH010602-01	\$ -	\$ 6,409,350
	93.600	01HP0009-04		285,097
				6,694,447
<i>Pass-Through State of New Hampshire Office of Strategic Initiatives</i>				
Low-Income Home Energy Assistance	93.568	G-19BINHLIEA		10,052,278
	93.568	G-18BINHLIEA		875,547
	93.568	G-1901NHLIEA		135,676
				11,063,501
<i>Pass-Through State of New Hampshire Department Of Health and Human Services</i>				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	18AANHT355		13,957
Temporary Assistance for Needy Families	93.558	2017G996115	847,513	2,867,424
	93.558	2018G996115	69,719	284,041
			917,232	3,151,465
Community Services Block Grant	93.569	G-1901NHCOSR		1,623,853
Community Services Block Grant Discretionary Awards	93.570	G-17BINHCOSR		50,552
<b><u>CCDF Cluster</u></b>				
Child Care and Development Block Grant	93.575	2018G996005		1,129,624
Child Care Mandatory and Matching Funds of The Child Care and Development Fund	93.596	2019G999004		1,046,584
Total CCDF Cluster				2,176,208
<i>Pass-Through University of New Hampshire</i>				
Every Student Succeeds Act/Preschool Development Grants	93.434	1H79SM061289		109
Total U.S. Department of Health and Human Services			\$ 917,232	\$ 24,774,092
<b><u>U.S. Department of Homeland Security:</u></b>				
<i>Passed-through Regional United Way Agency</i>				
Emergency Food and Shelter National Board Program	97.024		\$ -	\$ 5,750
<i>Pass-Through State of New Hampshire Governor's Office Office of Strategic Initiatives</i>				
Emergency Food and Shelter National Board Program	97.024	592600-007	\$ -	\$ 11,239
Total U.S. Department of Homeland Security			\$ -	\$ 16,989
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 1,230,211	\$ 32,016,642



**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**YEAR ENDED JULY 31, 2019**

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**NOTE 1: BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and affiliate under programs of the federal government for the year ended July 31, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southern New Hampshire Services, Inc. and affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southern New Hampshire Services, Inc. and affiliate.

**NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

**NOTE 3: HEAD START PROGRAMS CFDA #93.600**

In accordance with terms of the grant award, the Organization has met its matching requirements during the year ended July 31, 2019.

**NOTE 4: INDIRECT COST RATE**

Southern New Hampshire Services, Inc. and affiliate has negotiated an indirect cost rate of 9.80% with the Department of Health and Human Services.



**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**YEAR ENDED JULY 31, 2019**

**Section I      Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? \_\_\_\_\_ Yes    ✓ No

Significant deficiency(ies) identified? \_\_\_\_\_ Yes    ✓ None reported

Noncompliance material to financial statements noted? \_\_\_\_\_ Yes    ✓ No

**Federal Awards**

Internal control over major programs:

Material weakness(es) identified? \_\_\_\_\_ Yes    ✓ No

Significant deficiency(ies) identified? \_\_\_\_\_ Yes    ✓ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with CFR Section 200.156(a) of the Uniform Guidance? \_\_\_\_\_ Yes    ✓ No

**Identification of major programs:**

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
Community Services Block Grant	93.569
WIOA Dislocated Worker National Reserve Demonstration Grants	17.280
Head Start & Early Head Start	93.600
Low-Income Home Energy Assistance	93.568

Dollar threshold used to distinguish between Type A and Type B programs: \$960,500

Auditee qualified as low-risk auditee? ✓ Yes    \_\_\_\_\_ No

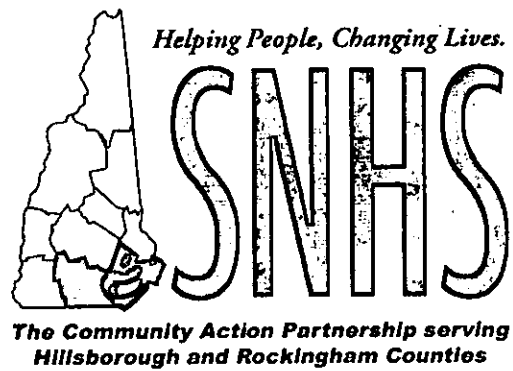
**Section II      Financial Statement Findings**

No matters are reportable.

**Section III      Federal Award Findings and Questioned Costs**

No matters are reportable.





**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**COMBINED FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**FOR THE YEARS ENDED JULY 31, 2019 AND 2018**



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

FINANCIAL STATEMENTS

JULY 31, 2019 AND 2018

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**OUELLETTE & ASSOCIATES, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.  
Michael R. Dunn, C.P.A.  
Jonathan A. Hussey, C.P.A., M.S.T.  
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, Jr., C.P.A.

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Southern New Hampshire Services, Inc. and Affiliate  
Manchester, New Hampshire

**Report on the Financial Statements**

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate, which comprise the combined statements of financial position as of July 31, 2019 and 2018, and the related combined statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the combined financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



### ***Opinion***

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliate, as of July 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 12, 2020, on our consideration of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and compliance.

***Ouellette & Associates, P.A.***  
Certified Public Accountants

February 12, 2020  
Lewiston, Maine



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2019 AND 2018

<i>ASSETS</i>		
	<i>2019</i>	<i>2018</i>
<b>CURRENT ASSETS</b>		
Cash	\$ 6,986,538	\$ 5,699,842
Investments	8,405,690	9,085,663
Contracts receivable	3,488,413	4,165,520
Accounts receivable	821,565	836,174
Prepaid expenses	95,197	90,163
Under applied overhead	-	67,750
Total current assets	<u>19,797,403</u>	<u>19,945,112</u>
<b>FIXED ASSETS</b>		
Land	2,697,868	2,571,794
Buildings and improvements	12,530,561	11,610,610
Vehicles and equipment	<u>1,415,271</u>	<u>1,278,185</u>
Total fixed assets	16,643,700	15,460,589
Less - accumulated depreciation	<u>5,237,138</u>	<u>4,964,258</u>
Net fixed assets	<u>11,406,562</u>	<u>10,496,331</u>
<b>OTHER ASSETS</b>		
Restricted cash	<u>411,580</u>	<u>402,738</u>
<b>TOTAL ASSETS</b>	<u>\$ 31,615,545</u>	<u>\$ 30,844,181</u>
<b><i>LIABILITIES AND NET ASSETS</i></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt	\$ 109,413	\$ 122,582
Accounts payable	657,676	458,388
Accrued payroll and payroll taxes	1,045,805	1,102,712
Accrued compensated absences	359,819	345,967
Accrued other liabilities	227,703	238,012
Refundable advances	1,028,743	1,309,098
Over applied overhead	27,739	-
Tenant security deposits	<u>84,231</u>	<u>81,801</u>
Total current liabilities	<u>3,541,129</u>	<u>3,658,560</u>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, less current portion	<u>3,036,025</u>	<u>3,134,219</u>
<b>TOTAL LIABILITIES</b>	<u>6,577,154</u>	<u>6,792,779</u>
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>25,038,391</u>	<u>24,051,402</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 31,615,545</u>	<u>\$ 30,844,181</u>

See independent auditor's report and accompanying notes to the financial statements.



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

	2019	2018
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant and contract revenue	\$ 37,464,614	\$ 36,935,915
Program service fees	907,560	790,570
Local funding	242,894	318,992
Rental income	1,191,372	994,930
Gifts and contributions	208,728	638,712
Interest and dividend income	314,554	271,590
Unrealized gain on investments	12,233	441,314
Miscellaneous	720,124	640,735
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>41,062,079</b>	<b>41,032,758</b>
<b>EXPENSES</b>		
Program services:		
Child development	8,589,865	8,424,337
Community services	1,530,674	1,449,210
Economic and workforce development	6,984,684	7,756,926
Energy	13,414,281	12,777,365
Language and literacy	436,073	370,697
Housing and homeless	263,240	238,541
Nutrition and health	2,527,495	2,486,119
Special projects	1,768,326	1,797,358
Volunteer services	125,050	114,704
SNHS Management Corporation	2,396,939	2,017,381
Total program services	38,036,627	37,432,638
Support services:		
Management and general	2,038,463	1,770,202
<b>TOTAL EXPENSES</b>	<b>40,075,090</b>	<b>39,202,840</b>
<b>CHANGE IN NET ASSETS</b>	<b>986,989</b>	<b>1,829,918</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>24,051,402</b>	<b>22,221,484</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ 25,038,391</b>	<b>\$ 24,051,402</b>

See independent auditor's report and accompanying notes to the financial statements.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JULY 31, 2019

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 5,063,755	\$ 958,969	\$ 2,792,330	\$ 1,519,961	\$ 294,501	\$ 104,911	\$ 1,000,035
Payroll taxes	406,991	74,606	220,133	124,867	24,800	8,511	80,427
Fringe benefits	1,350,633	134,639	492,014	389,808	26,683	22,106	222,241
Workers comp. insurance	102,429	8,625	6,948	17,712	736	262	30,682
Retirement benefits	273,637	89,527	182,279	89,727	7,851	6,689	62,967
Consultant and contractual	37,142	70,228	1,595,405	1,770,887	6,505	654	20,695
Travel and transportation	118,863	19,729	78,856	37,134	992	4,110	47,713
Conferences and meetings	-	10,976	-	7,537	225	-	3,471
Occupancy	524,894	58,004	456,078	125,814	28,957	1,020	78,801
Advertising	13,742	25	8,610	1,117	218	-	399
Supplies	243,037	19,254	38,322	57,531	9,422	192	47,201
Equip. rentals and maintenance	12,341	57	13,689	18,308	1,816	-	29,650
Insurance	19,509	24,941	4,905	20,099	-	-	6,966
Telephone	85,487	12,661	27,046	20,468	2,547	385	41,963
Postage	5,522	7	553	30,214	568	58	3,189
Printing and publications	5,268	630	-	-	1,281	-	-
Subscriptions	-	-	446	456	-	-	-
Program support	-	38,256	-	35,312	6,121	-	-
Interest	12,995	-	-	-	-	-	-
Depreciation	64,865	5,920	24,379	10,070	1,045	-	9,920
Assistance to clients	7,800	-	1,066,041	9,156,531	-	114,335	547,988
Other expense	251,015	34,650	19,523	7,118	-	-	299,023
Miscellaneous	35,436	736	1,323	1,813	21,805	7	2,024
In-kind	2,248,292	-	-	-	-	-	-
(Gain) Loss on disposal of assets	-	-	-	125	-	-	-
<b>SUBTOTAL</b>	<b>10,883,653</b>	<b>1,562,440</b>	<b>7,028,880</b>	<b>13,442,609</b>	<b>436,073</b>	<b>263,240</b>	<b>2,535,355</b>
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,293,788)	(31,766)	(44,196)	(28,328)	-	-	(7,860)
<b>TOTAL EXPENSES</b>	<b>\$ 8,589,865</b>	<b>\$ 1,530,674</b>	<b>\$ 6,984,684</b>	<b>\$ 13,414,281</b>	<b>\$ 436,073</b>	<b>\$ 263,240</b>	<b>\$ 2,527,495</b>

See independent auditor's report and accompanying notes to the financial statements.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
FOR THE YEAR ENDED JULY 31, 2019

	Program Services				Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	
<b>EXPENSES</b>						
Payroll	\$ 74,200	\$ 73,480	\$ 492,484	\$ 12,374,626	\$ 1,313,585	\$ 13,688,211
Payroll taxes	6,191	6,004	33,947	986,477	99,061	1,085,538
Fringe benefits	11,699	11,872	209,681	2,871,376	181,973	3,053,349
Workers comp. insurance	2,644	184	10,549	180,771	4,483	185,254
Retirement benefits	2,834	2,369	33,859	751,739	110,189	861,928
Consultant and contractual	1,579,582	478	154,356	5,235,932	90,851	5,326,783
Travel and transportation	4,649	6,554	58,681	377,281	14,194	391,475
Conferences and meetings	3,727	220	16,307	42,463	1,675	44,138
Occupancy	18,040	-	600,154	1,891,762	32,663	1,924,425
Advertising	460	2,444	1,050	28,065	75	28,140
Supplies	3,624	6,599	17,685	442,867	40,709	483,576
Equip. rentals and maintenance	4,167	177	21,671	101,876	768	102,644
Insurance	2,007	1,206	40,184	119,817	19,901	139,718
Telephone	2,253	1,453	19,545	213,808	2,167	215,975
Postage	42	535	1,505	42,193	15,912	58,105
Printing and publications	-	175	-	7,354	-	7,354
Subscriptions	-	900	130	1,932	360	2,292
Program support	4,077	-	43,787	127,553	-	127,553
Interest	-	-	59,264	72,259	-	72,259
Depreciation	35,345	-	347,894	499,438	536	499,974
Assistance to clients	1,492	-	88,251	10,982,438	-	10,982,438
Other expense	11,056	1,550	21,821	645,756	13,055	658,811
Miscellaneous	237	8,850	120,753	192,984	1,283	194,267
In-kind	-	-	-	2,248,292	-	2,248,292
(Gain) Loss on disposal of assets	-	-	3,381	3,506	-	3,506
<b>SUBTOTAL</b>	<b>1,768,326</b>	<b>125,050</b>	<b>2,396,939</b>	<b>40,442,565</b>	<b>1,943,440</b>	<b>42,386,005</b>
Over applied indirect costs	-	-	-	-	95,023	95,023
Eliminations	-	-	-	(2,405,938)	-	(2,405,938)
<b>TOTAL EXPENSES</b>	<b>\$ 1,768,326</b>	<b>\$ 125,050</b>	<b>\$ 2,396,939</b>	<b>\$ 38,036,627</b>	<b>\$ 2,038,463</b>	<b>\$ 40,075,090</b>

See independent auditor's report and accompanying notes to the financial statements.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JULY 31, 2018

	Program Services						Nutrition and Health
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	
<b>EXPENSES</b>							
Payroll	\$ 4,957,052	\$ 954,145	\$ 2,665,005	\$ 1,604,803	\$ 260,923	\$ 108,074	\$ 996,641
Payroll taxes	408,351	75,089	211,297	134,215	22,698	8,701	82,048
Fringe benefits	1,165,602	126,449	394,224	368,400	12,404	16,013	205,632
Workers comp. insurance	103,257	9,387	6,542	16,946	651	271	32,119
Retirement benefits	262,948	84,961	173,276	83,274	6,498	6,622	56,860
Consultant and contractual	40,049	26,382	1,534,030	1,575,384	6,614	459	22,816
Travel and transportation	117,346	35,209	64,613	41,310	812	5,490	50,659
Conferences and meetings	-	5,071	-	7,585	65	-	4,786
Occupancy	509,137	57,628	738,328	135,204	24,229	1,020	76,845
Advertising	9,803	-	8,489	1,442	25	-	150
Supplies	374,662	20,349	32,178	65,002	11,743	239	57,054
Equip. rentals and maintenance	21,468	82	39,839	19,776	934	-	23,648
Insurance	19,453	25,393	6,933	19,828	-	-	6,565
Telephone	67,962	22,505	46,995	19,322	2,398	420	44,357
Postage	3,837	201	1,481	34,823	350	82	3,683
Printing and publications	4,679	673	-	304	1,511	275	224
Subscriptions	-	635	-	-	-	-	-
Program support	-	16,178	-	29,907	8,176	-	-
Interest	11,962	-	-	-	-	-	-
Depreciation	54,064	5,920	7,900	13,280	1,144	-	1,468
Assistance to clients	7,800	-	1,826,232	8,613,799	-	90,875	528,940
Other expense	246,533	10,013	32,666	18,899	-	-	294,475
Miscellaneous	83,868	446	11,094	2,190	9,522	-	5,009
In-kind	2,269,028	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
<b>SUBTOTAL</b>	<b>10,738,861</b>	<b>1,476,716</b>	<b>7,801,122</b>	<b>12,805,693</b>	<b>370,697</b>	<b>238,541</b>	<b>2,493,979</b>
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,314,524)	(27,506)	(44,196)	(28,328)	-	-	(7,860)
<b>TOTAL EXPENSES</b>	<b>\$ 8,424,337</b>	<b>\$ 1,449,210</b>	<b>\$ 7,756,926</b>	<b>\$ 12,777,365</b>	<b>\$ 370,697</b>	<b>\$ 238,541</b>	<b>\$ 2,486,119</b>

See independent auditor's report and accompanying notes to the financial statements.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
FOR THE YEAR ENDED JULY 31, 2018

	Program Services				Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	
<b>EXPENSES</b>						
Payroll	\$ 63,372	\$ 75,363	\$ 422,932	\$12,108,310	\$ 1,258,069	\$13,366,379
Payroll taxes	5,433	6,159	42,979	996,970	96,197	1,093,167
Fringe benefits	1,447	13,772	137,202	2,441,145	154,995	2,596,140
Workers comp. insurance	2,427	188	8,844	180,632	4,341	184,973
Retirement benefits	2,305	3,179	44,515	724,438	113,858	838,296
Consultant and contractual	1,630,101	448	171,365	5,007,648	70,685	5,078,333
Travel and transportation	2,655	1,698	55,755	375,547	10,124	385,671
Conferences and meetings	3,706	-	26,557	47,770	770	48,540
Occupancy	13,874	-	470,606	2,026,871	25,489	2,052,360
Advertising	75	25	83	20,092	125	20,217
Supplies	3,181	2,557	9,617	576,582	58,000	634,582
Equip. rentals and maintenance	(23)	79	8,837	114,640	878	115,518
Insurance	1,353	1,226	34,976	115,727	13,745	129,472
Telephone	2,854	1,332	14,613	222,758	3,890	226,648
Postage	-	271	940	45,668	17,288	62,956
Printing and publications	-	38	-	7,704	913	8,617
Subscriptions	-	1,000	551	2,186	-	2,186
Program support	22,782	-	101,335	178,378	-	178,378
Interest	-	-	43,543	55,505	-	55,505
Depreciation	25,062	-	317,695	426,533	536	427,069
Assistance to clients	19,869	-	26,984	11,114,499	-	11,114,499
Other expense	867	2,767	3,836	610,056	6,398	616,454
Miscellaneous	188	4,602	71,187	188,106	1,651	189,757
In-kind	-	-	-	2,269,028	-	2,269,028
Loss on disposal of assets	(4,170)	-	2,429	(1,741)	-	(1,741)
<b>SUBTOTAL</b>	<b>1,797,358</b>	<b>114,704</b>	<b>2,017,381</b>	<b>39,855,052</b>	<b>1,837,952</b>	<b>41,693,004</b>
Over applied indirect costs	-	-	-	-	(67,750)	(67,750)
Eliminations	-	-	-	(2,422,414)	-	(2,422,414)
<b>TOTAL EXPENSES</b>	<b>\$ 1,797,358</b>	<b>\$ 114,704</b>	<b>\$ 2,017,381</b>	<b>\$37,432,638</b>	<b>\$ 1,770,202</b>	<b>\$39,202,840</b>

See independent auditor's report and accompanying notes to the financial statements.



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	<u>\$ 986,989</u>	<u>\$ 1,829,918</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	499,974	427,069
(Gain) loss on disposal of assets	3,506	(1,741)
Donation of low-income housing projects	-	(283,644)
Unrealized gain on investments	(12,233)	(441,314)
(Increase) decrease in operating assets:		
Contracts receivable	677,107	(374,696)
Accounts receivable	14,609	(245,068)
Prepaid expenses	(5,034)	(11,575)
Under applied overhead	67,750	46,174
Increase (decrease) in operating liabilities:		
Accounts payable	199,288	(38,707)
Accrued payroll and payroll taxes	(56,907)	(227,656)
Accrued compensated absences	13,852	19,686
Accrued other liabilities	(10,309)	(231,349)
Refundable advances	(280,355)	171,410
Over applied overhead	27,739	-
Tenant security deposits	2,430	(3,501)
Total adjustments	<u>1,141,417</u>	<u>(1,194,912)</u>
<b>NET CASH FLOWS FROM OPERATING ACTIVITIES</b>	<u>2,128,406</u>	<u>635,006</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(1,430,211)	(511,155)
Proceeds from sale of fixed assets	16,500	4,170
Purchase of investments, reinvested dividends, and capital gains	(307,794)	(269,044)
Proceeds from sale of investments	1,000,000	-
Deposit to restricted cash accounts	(8,842)	(191,550)
Cash received on acquisition of housing project	-	256,536
<b>NET CASH FLOWS FROM INVESTING ACTIVITIES</b>	<u>(730,347)</u>	<u>(711,043)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on long-term debt	<u>(111,363)</u>	<u>(113,517)</u>
<b>CHANGE IN CASH AND CASH EQUIVALENTS</b>	1,286,696	(189,554)
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>	<u>5,699,842</u>	<u>5,889,396</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 6,986,538</u>	<u>\$ 5,699,842</u>

See independent auditor's report and accompanying notes to the financial statements.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
 COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)  
 FOR THE YEARS ENDED JULY 31, 2019 AND 2018

**SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION**

	<u>2019</u>	<u>2018</u>
Cash paid during the year for interest	<u>\$ 72,259</u>	<u>\$ 55,505</u>
Noncash investing and financing activities:		
Acquisition of low-income housing projects:		
Other current assets	\$ -	\$ 3,677
Property and equipment	-	1,106,200
Other liabilities	-	(164,006)
Notes payable	-	(918,763)
Equity acquired	-	(283,644)
	<u>-</u>	<u>(256,536)</u>
Cash received on acquisition	<u>-</u>	<u>256,536</u>
	<u>\$ -</u>	<u>\$ -</u>

See independent auditor's report and accompanying notes to the financial statements.



# SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2019 AND 2018

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### NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### **Nature of the Organization**

Southern New Hampshire Services, Inc. (SNHS) is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through Southern New Hampshire Services, Inc. and SNHS Management Corporation.

#### **Basis of Accounting and Presentation**

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. The financial statement presentation follows the recommendation of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-For-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Under ASU 2016-14, net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

*Net Assets without Donor Restrictions* - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

*Net Assets with Donor Restrictions* - Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be fulfilled and removed by actions of the Organization pursuant to those stipulations or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as an increase in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

The Organization has no net assets with donor restrictions at July 31, 2019 and 2018.

#### **Combined Financial Statements**

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of SNHS Management Corporation because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

#### **Use of Estimates**

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Cash and Cash Equivalents**

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

**Current Vulnerabilities Due to Certain Concentrations**

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at either July 31, 2019 or 2018.

**Accounts and Contracts Receivable**

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2019 and 2018.

**Revenue Recognition**

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Refundable advances result from unexpended balances from these exchange transactions. Federal and state grant revenue comprised approximately 91% and 90% of total revenue in the fiscal years ended July 31, 2019 and 2018, respectively.

**Contributions and In-Kind Donations**

Support that is restricted by the donor is reported as an increase in net assets without donor restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2019 and 2018 were generated through the Head Start and Economic Workforce Development programs. Since the recognition criteria is not met, no in-kind revenues are recognized as contributions in the combined financial statements and the in-kind expenses have been eliminated.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued).

JULY 31, 2019 AND 2018

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Investments**

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

**Fixed Assets**

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2019 and 2018 was \$499,974 and \$427,069, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

**Advertising**

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

**Functional Allocation of Expenses**

The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated by management based on effort. Supporting services are those related to operating and managing the Organization and its programs on a day-to-day basis. Supporting services have been sub-classified as follows:

*Management and General* - includes all activities related to the Organization's internal management.

**Subsequent Events**

Management has made an evaluation of subsequent events through February 12, 2020, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2019 AND 2018

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Recently Adopted Accounting Pronouncements**

In August 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. ASU 2016-14 requires significant changes to the financial reporting model of organizations who follow the not-for-profit reporting model. The changes include reducing the classes of net assets from three to two – net assets with donor restrictions and net assets without donor restrictions. The ASU will also require changes in the way certain information is aggregated and reported by the Organization, including required disclosures about liquidity and availability of resources.

The new standard is effective for the Organization's year ending July 31, 2019 and thereafter and must be applied on a retrospective basis. The Organization adopted the ASU effective August 1, 2018. Adoption of the ASU did not result in any reclassifications or restatements of net assets or changes in net assets.

**Recent Accounting Pronouncements**

*Revenue Recognition*

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers*, to clarify the principles for recognizing revenue and to develop a common revenue standard for U.S. GAAP and International Financial Reporting Standards. The core principle of the guidance requires entities to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance is effective for the Organization's year ending July 31, 2020. Management is currently evaluating the impact of adoption on the Organization's financial statements.

*Leases*

In February 2016, the FASB released ASU 2016-02, *Leases* (Topic 842), which provides users of the financial statements a more accurate picture of the assets and the long-term financial obligations of organizations that lease. The standard is for a dual-model approach; a lessee will account for most existing capital leases as Type A leases, and most existing operating leases as Type B leases. Both will be reported on the statement of financial condition of the organization for leases with a term exceeding 12 months. Lessors will see changes as well, primarily made to align with the revised model. The guidance is effective for the Organization's year ended July 30, 2022. Management is currently evaluating the impact of adoption on the Organization's financial statements.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2019 AND 2018

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NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements associated with the housing projects included in SNHS Management Corporation, is required to maintain separate accounts and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversight agencies before withdrawal and use of these funds can occur.

NOTE 3: FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under Financial Accounting Standards Board Accounting Standards Codification 820, *Fair Value Measurements*, are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs that are unobservable for the asset or liability.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2019 and 2018.

*Mutual Funds:* Valued at the net asset value of shares held on the last trading day of the fiscal year, which is the basis for transactions at that date.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2019 AND 2018

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31, 2019 and 2018:

<u>2019</u>				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$8,405,690</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$8,405,690</u>

<u>2018</u>				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$9,085,663</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$9,085,663</u>

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

<u>2019</u>			<u>2018</u>		
	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>		
Mutual Funds	<u>\$8,313,068</u>	<u>\$8,405,690</u>	<u>\$ 92,622</u>	<u>\$9,005,274</u>	<u>\$9,085,663</u>
				<u>\$ 80,389</u>	

The activities of the Organization's investment account are summarized as follows:

	<u>2019</u>	<u>2018</u>
Fair Value - Beginning of Year	<u>\$9,085,663</u>	<u>\$8,375,305</u>
Dividends and Capital Gains	<u>307,794</u>	<u>269,044</u>
Sale of Investments	<u>(1,000,000)</u>	<u>-</u>
Unrealized Gains	<u>12,233</u>	<u>441,314</u>
Fair Value - End of Year	<u>\$8,405,690</u>	<u>\$9,085,663</u>



# SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

### NOTE 5: AVAILABILITY AND LIQUIDITY

The Organization's financial assets available for expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following as of July 31, 2019:

Cash and Cash Equivalents	\$ 6,986,538
Investments	8,405,690
Contracts Receivable	3,488,413
Accounts Receivable	<u>821,565</u>
Total financial assets available within one year	<u>19,702,206</u>
Total financial assets available within one year	<u>\$19,702,206</u>

None of the financial assets are subject to donor or other contractual restrictions. Accordingly, all such funds are available to meet the needs of the Organization in the next 12 months. In addition, the Organization maintains several reserve funds for property taxes, insurance expenses, and repair and replacement or emergency needs which are required by financing authorities. These funds may be withdrawn only with the approval of the financing authority and are not considered by the Organization to have donor restrictions.

The Organization manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they become due.

### NOTE 6: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<u>2019</u>	<u>2018</u>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS, Inc. is currently negotiating with the City of Manchester to write off this debt.	\$ 11,275	\$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. Interest is at 4.984% and 4.000% at July 31, 2019 and 2018.	<u>238,669</u>	<u>260,669</u>
<u>Subtotal</u>	<u>\$ 249,944</u>	<u>\$ 271,944</u>



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

NOTE 6: LONG-TERM DEBT (Continued)

	<u>2019</u>	<u>2018</u>
<u>Subtotal Carried Forward</u>	<u>\$ 249,944</u>	<u>\$ 271,944</u>
<u>SNHS Management Corporation</u>		
Mortgage payable to New Hampshire Housing Authority secured by real estate located on Pleasant St., Epping, NH, payable in monthly installments of \$1,084 including interest through 2042. Interest is at 3.500%.	200,514	206,400
Mortgage payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	900,000	900,000
Note payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	20,000	20,000
Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	250,000	250,000
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	170,000	170,000
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$2,619 including interest through 2019. Interest is at 3.750%.	-	15,661
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2021. Interest is at 4.980% and 4.832% at July 31, 2019 and 2018.	57,487	88,844
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located in Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	<u>396,455</u>	<u>418,612</u>
<u>Subtotal</u>	<u>\$2,244,400</u>	<u>\$2,341,461</u>



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2019 AND 2018

NOTE 6: LONG-TERM DEBT (Continued)

	<u>2019</u>	<u>2018</u>
Subtotal Carried Forward	<u>\$2,244,400</u>	<u>\$2,341,461</u>
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH, payable in monthly installments of \$3,327 including interest through 2033. Interest is at 7.000%.	358,114	372,416
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	392,924	392,924
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	<u>150,000</u>	<u>150,000</u>
	3,145,438	3,256,801
Less: Current Portion	<u>109,413</u>	<u>122,582</u>
Long-term debt, net of current portion	<u>\$3,036,025</u>	<u>\$3,134,219</u>

Principal maturities of long-term debt are as follows:

2020	\$ 109,413
2021	290,223
2022	50,228
2023	53,206
2024	56,366
Thereafter	<u>2,586,002</u>
Total	<u>\$3,145,438</u>



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2019 AND 2018

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NOTE 7: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2019 and 2018 equaled \$686,840 and \$708,379, respectively. The leases expire at various times through October 2020. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2019:

2020	\$ 319,979
2021	<u>33,189</u>
Total	<u>\$ 353,168</u>

NOTE 8: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 1% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2019 and 2018 was \$861,928 and \$838,296, respectively.

NOTE 9: RISKS AND UNCERTAINTIES

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES

The Organization receives contract funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not yet been determined.

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, NH. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2019 AND 2018

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NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

**Cotton Mill Square (Continued)**

As stipulated by the contract and after a 20% program fee retained by the CDFA, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of \$800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principal is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2019 and 2018. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The note repayment is accelerated if the units fall out of compliance.

In October of 2017, the subrecipient agreement with Cotton Mill Square LLC was amended to cease the annual 5% debt forgiveness. This modification effectively holds the promissory note balance at \$720,000 which will now be forgiven in full at the end of the agreement as long as the Project maintains compliance with the original agreement's terms. This modification did not change the contingent receivable or liability with SNHS Management Corporation.

**J. Brown Homestead Property**

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by SNHS. As part of this merger, SNHS assumed all the assets, liabilities and obligations of RCA which included the J. Brown Homestead Property.

The J. Brown Homestead Property was conveyed to RCA in 1999 by the Town of Raymond for \$1 and a mortgage lien of \$604,418. The property contains four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

In the event that SNHS sells or otherwise conveys the property within the benefit period, the remaining lien will be either paid from the proceeds of the sale or remain with the land to any subsequent purchaser for the remaining benefit period.

This mortgage lien has no scheduled principal or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2019 and 2018 is \$30,221 and \$60,442, respectively. SNHS has no plans to sell or transfer this property. Therefore, the contingent mortgage lien liability has not been included in the financial statements.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

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NOTE 11: ACQUISITIONS OF LOW-INCOME HOUSING PROJECTS

During 2017, SNHS Management Corporation acquired SNHS Deerfield Elderly Housing Limited Partnership (Sherburne Woods), located in Deerfield, NH. SNHS Management Corporation obtained the project operations and assumed all assets, liabilities, debt and equity for the project at fair market value. The acquisition and allocation of the project was as follows:

Cash	\$ 256,536
Other Current Assets	3,677
Property and Equipment	1,106,200
Current Liabilities	(164,006)
Notes Payable	(918,763)
Equity Acquired (Contribution)	<u>(283,644)</u>
	\$ <u>-</u>



# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.  
Michael R. Dunn, C.P.A.  
Jonathan A. Hussey, C.P.A., M.S.T.  
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, Jr., C.P.A.

## *INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION*

To the Board of Directors of  
Southern New Hampshire Services, Inc. and Affiliate  
Manchester, New Hampshire

We have audited the combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate as of and for the years ended July 31, 2019 and 2018, and our report thereon dated February 12, 2020, which expressed an unmodified opinion on those combined financial statements, appears on page 1. Our audits were conducted for the purpose of forming an opinion on the combined financial statements as a whole.

The combining information in Schedules A and B (pages 24-25), the schedules of revenues and expenses - by contract (pages 26-30), required by the State of New Hampshire Governor's Office of Strategic Initiatives, and the required schedules and financial information for Whispering Pines II, J.B. Milette Manor, and Sherburne Woods (pages 31-50), required by the New Hampshire Housing Finance Authority are presented for purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

*Ouellette & Associates, P.A.*

Certified Public Accountants

February 12, 2020  
Lewiston, Maine



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
COMBINING SCHEDULE OF FINANCIAL POSITION  
JULY 31, 2019

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash	\$ 138,227	\$ 6,848,311	\$ 6,986,538	\$ -	\$ 6,986,538
Investments	-	8,405,690	8,405,690	-	8,405,690
Contracts receivable	3,485,878	2,535	3,488,413	-	3,488,413
Accounts receivable	-	821,565	821,565	-	821,565
Prepaid expenses	49,279	45,918	95,197	-	95,197
Due from other corporations	3,576,334	(187,656)	3,388,678	(3,388,678)	-
Total current assets	7,249,718	15,936,363	23,186,081	(3,388,678)	19,797,403
<b>FIXED ASSETS</b>					
Land	266,860	2,431,008	2,697,868	-	2,697,868
Buildings and improvements	1,724,046	10,806,515	12,530,561	-	12,530,561
Vehicles and equipment	1,091,613	323,658	1,415,271	-	1,415,271
Total fixed assets	3,082,519	13,561,181	16,643,700	-	16,643,700
Less - accumulated depreciation	1,371,135	3,866,003	5,237,138	-	5,237,138
Net fixed assets	1,711,384	9,695,178	11,406,562	-	11,406,562
<b>OTHER ASSETS</b>					
Restricted cash	27,603	383,977	411,580	-	411,580
<b>TOTAL ASSETS</b>	<u>\$ 8,988,705</u>	<u>\$ 26,015,518</u>	<u>\$ 35,004,223</u>	<u>\$ (3,388,678)</u>	<u>\$ 31,615,545</u>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Current portion of long-term debt	\$ 33,275	\$ 76,138	\$ 109,413	\$ -	\$ 109,413
Accounts payable	556,554	101,122	657,676	-	657,676
Accrued payroll and payroll taxes	160,191	885,614	1,045,805	-	1,045,805
Accrued compensated absences	-	359,819	359,819	-	359,819
Accrued other liabilities	134,613	93,090	227,703	-	227,703
Refundable advances	908,744	119,999	1,028,743	-	1,028,743
Over applied overhead	27,739	-	27,739	-	27,739
Tenant security deposits	26,941	57,290	84,231	-	84,231
Due to other corporations	2,277,364	1,111,314	3,388,678	(3,388,678)	-
Total current liabilities	4,125,421	2,804,386	6,929,807	(3,388,678)	3,541,129
<b>LONG-TERM LIABILITIES</b>					
Long-term debt, less current portion	216,669	2,819,356	3,036,025	-	3,036,025
<b>TOTAL LIABILITIES</b>	<u>4,342,090</u>	<u>5,623,742</u>	<u>9,965,832</u>	<u>(3,388,678)</u>	<u>6,577,154</u>
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>4,646,615</u>	<u>20,391,776</u>	<u>25,038,391</u>	<u>-</u>	<u>25,038,391</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 8,988,705</u>	<u>\$ 26,015,518</u>	<u>\$ 35,004,223</u>	<u>\$ (3,388,678)</u>	<u>\$ 31,615,545</u>



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
COMBINING SCHEDULE OF ACTIVITIES  
FOR THE YEAR ENDED JULY 31, 2019

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>					
Grant/contract revenue	\$ 37,485,052	\$ -	\$ 37,485,052	\$ (20,438)	\$ 37,464,614
Program service fees	55,802	851,758	907,560	-	907,560
Local funding	-	242,894	242,894	-	242,894
Rental income	-	1,191,372	1,191,372	-	1,191,372
Gifts and contributions	192,066	16,662	208,728	-	208,728
Interest Income	169	314,385	314,554	-	314,554
Unrealized gain on investments	-	12,233	12,233	-	12,233
In-kind	2,248,292	-	2,248,292	(2,248,292)	-
Miscellaneous	561,114	296,218	857,332	(137,208)	720,124
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>40,542,495</b>	<b>2,925,522</b>	<b>43,468,017</b>	<b>(2,405,938)</b>	<b>41,062,079</b>
<b>EXPENSES</b>					
Program services:					
Child Development	10,883,653	-	10,883,653	(2,293,788)	8,589,865
Community Services	1,562,440	-	1,562,440	(31,766)	1,530,674
Economic and Workforce Dev.	7,028,880	-	7,028,880	(44,196)	6,984,684
Energy	13,442,609	-	13,442,609	(28,328)	13,414,281
Language and Literacy	436,073	-	436,073	-	436,073
Housing and Homeless	263,240	-	263,240	-	263,240
Nutrition and Health	2,535,355	-	2,535,355	(7,860)	2,527,495
Special Projects	1,768,326	-	1,768,326	-	1,768,326
Volunteer Services	125,050	-	125,050	-	125,050
SNHS Management Corporation	-	2,396,939	2,396,939	-	2,396,939
Total program services	38,045,626	2,396,939	40,442,565	(2,405,938)	38,036,627
Support services:					
Management and general	2,038,463	-	2,038,463	-	2,038,463
<b>TOTAL EXPENSES</b>	<b>40,084,089</b>	<b>2,396,939</b>	<b>42,481,028</b>	<b>(2,405,938)</b>	<b>40,075,090</b>
<b>CHANGE IN NET ASSETS</b>	<b>458,406</b>	<b>528,583</b>	<b>986,989</b>	<b>-</b>	<b>986,989</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>4,188,209</b>	<b>19,863,193</b>	<b>24,051,402</b>	<b>-</b>	<b>24,051,402</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ 4,646,615</b>	<b>\$ 20,391,776</b>	<b>\$ 25,038,391</b>	<b>\$ -</b>	<b>\$ 25,038,391</b>



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2019

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State of NH Governor's Office of Strategic Initiatives  
Headstart Program  
For the Period  
August 1, 2018 to July 31, 2019  
Fund # 305

**REVENUES**

Program funding	\$ 5,039,103
In-kind	1,814,481
Allocated corporate unrestricted revenue	<u>6,836</u>
Total revenue	<u>6,860,420</u>

**EXPENSES**

Payroll	2,697,294
Payroll taxes	218,305
Fringe benefits	780,937
Workers comp. insurance	60,479
Retirement benefits	153,904
Consultant and contractual	17,613
Travel and transportation	60,852
Occupancy	287,314
Advertising	2,526
Supplies	152,726
Equip. rentals and maintenance	3,510
Insurance	14,273
Telephone	33,563
Postage	1,974
Printing and publications	4,732
Depreciation	12,114
Assistance to clients	7,800
Other expense	75,688
Miscellaneous	11,663
In-kind	1,814,481
Administrative costs	<u>448,672</u>
Total expenses	<u>6,860,420</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2019

State of NH Governor's Office of Strategic Initiatives

LIHEAP Program

For the Period

October 1, 2018 to July 31, 2019

Fund # 630-18

**REVENUES**

Program funding	\$ 9,747,059
Other revenue	32,647
Allocated corporate unrestricted revenue	2,351
Total revenue	<u>9,782,057</u>

**EXPENSES**

Payroll	373,879
Payroll taxes	30,932
Fringe benefits	124,779
Workers comp. insurance	1,142
Retirement benefits	20,174
Consultant and contractual	19,965
Travel and transportation	6,194
Conference and meetings	333
Occupancy	44,865
Advertising	213
Supplies	20,929
Equip. rentals and maintenance	2,026
Insurance	982
Telephone	8,025
Postage	17,592
Subscriptions	228
Program support	28,048
Depreciation	5,158
Assistance to clients	9,010,973
Other expense	344
Miscellaneous	830
Administrative costs	64,446
Total expenses	<u>9,782,057</u>

Excess of expenses over revenue

\$ -



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2019

State of NH Governor's Office of Strategic Initiatives

LIHEAP Program

For the Period

August 1, 2018 to September 30, 2018

Fund # 630-17

**REVENUES**

Program funding	\$ 160,224
Total revenue	<u>160,224</u>

**EXPENSES**

Payroll	77,917
Payroll taxes	6,149
Fringe benefits	21,229
Workers comp. insurance	241
Retirement benefits	3,615
Consultant and contractual	5,940
Travel and transportation	1,465
Occupancy	10,321
Supplies	4,820
Equip. rentals and maintenance	651
Insurance	711
Telephone	1,467
Postage	786
Program support	6,779
Assistance to clients	3,254
Other expense	1,495
Miscellaneous	257
Administrative costs	<u>13,127</u>
Total expenses	<u>160,224</u>
Excess of expenses over revenue	<u>\$ -</u>



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2019

State of NH Governor's Office of Strategic Initiatives

Early Headstart Program

For the Period

August 1, 2018 to July 31, 2019

Fund # 300

**REVENUES**

Program funding	\$ 1,370,247
In-kind	342,470
Allocated corporate unrestricted revenue	3,013
Total revenue	<u>1,715,730</u>

**EXPENSES**

Payroll	716,548
Payroll taxes	57,878
Fringe benefits	168,507
Workers comp. insurance	15,925
Retirement benefits	29,603
Consultant and contractual	3,392
Travel and transportation	7,089
Occupancy	112,627
Advertising	876
Supplies	42,113
Equip. rentals and maintenance	1,106
Insurance	2,465
Telephone	22,665
Postage	55
Printing and publications	536
Interest	12,995
Depreciation	25,036
Other expense	30,647
Miscellaneous	2,770
In-kind	342,470
Administrative costs	120,427
Total expenses	<u>1,715,730</u>

Excess of expenses over revenue

\$ -



## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2019

## Electric Energy Assistance

For the Period

August 1, 2018 to July 31, 2019

Fund # 665

**REVENUES**

Other revenue	\$ 716,563
Allocated corporate unrestricted revenue	37,230
Total revenue	<u>753,793</u>

**EXPENSES**

Payroll	399,246
Payroll taxes	32,852
Fringe benefits	102,830
Workers comp. insurance	1,315
Retirement benefits	17,554
Consultant and contractual	24,257
Travel and transportation	4,788
Conference and meetings	333
Occupancy	54,763
Advertising	138
Supplies	23,231
Equip. rentals and maintenance	2,677
Insurance	1,606
Telephone	9,558
Postage	11,355
Subscriptions	228
Depreciation	600
Other expense	344
Miscellaneous	466
Administrative costs	65,652
Total expenses	<u>753,793</u>

Excess of expenses over revenue	<u>\$ -</u>
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WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2019 AND 2018

<b>ASSETS</b>		
	<u>2019</u>	<u>2018</u>
<b>CURRENT ASSETS</b>		
Cash - Operations	\$ 18,732	28,635
Tenant Accounts Receivable	-	509
Prepaid Expenses	6,035	6,035
Total Current Assets	<u>24,767</u>	<u>35,179</u>
<b>DEPOSITS HELD IN TRUST, FUNDED</b>		
Tenant Security Deposits	<u>13,294</u>	<u>12,708</u>
<b>RESTRICTED DEPOSITS AND FUNDED RESERVES</b>		
Replacement Reserve	30,028	36,414
Operating Reserve	78,399	76,953
Tax Escrow	23,456	7,270
Insurance Escrow	4,858	4,758
Total Restricted Deposits and Funded Reserves	<u>136,741</u>	<u>125,395</u>
<b>RENTAL PROPERTY</b>		
Land	166,600	166,600
Building and Building Improvements	580,758	569,400
Total Rental Property	<u>747,358</u>	<u>736,000</u>
Less Accumulated Depreciation	43,447	28,068
Net Rental Property	<u>703,911</u>	<u>707,932</u>
<b>TOTAL ASSETS</b>	<u>\$ 878,713</u>	<u>\$ 881,214</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Current Portion of Mortgage Loan Payable	\$ 6,096	\$ 5,886
Accounts Payable	1,734	2,729
Accrued Expenses	944	62
Total Current Liabilities	<u>8,774</u>	<u>8,677</u>
<b>DEPOSIT LIABILITIES</b>		
Tenant Security Deposit Liability	<u>13,294</u>	<u>12,708</u>
<b>LONG-TERM LIABILITIES</b>		
Due to Affiliate	32,103	15,947
Mortgage Loan Payable, Net of Current Portion	194,418	200,514
Total Long-Term Liabilities	<u>226,521</u>	<u>216,461</u>
Total Liabilities	<u>248,589</u>	<u>237,846</u>
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>630,124</u>	<u>643,368</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 878,713</u>	<u>\$ 881,214</u>



WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<b>RENTAL OPERATIONS</b>		
<i>Income</i>		
Tenant Rental Income	\$ 172,681	\$ 172,715
Laundry Income	2,235	2,215
Other Income	1,470	7,555
Interest Income - Unrestricted	15	30
Interest Income - Restricted	2,490	1,296
Total Income	<u>178,891</u>	<u>183,811</u>
<i>Expenses (See Schedule)</i>		
Administrative	50,777	21,821
Utilities	43,570	33,879
Maintenance	41,670	63,734
Depreciation	15,380	14,316
Interest - NHHFA Mortgage Note	7,130	7,332
General Expenses	33,608	33,966
Total Expenses	<u>192,135</u>	<u>175,048</u>
<b>CHANGE IN NET ASSETS</b>	(13,244)	8,763
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>643,368</u>	<u>634,605</u>
<b>NET ASSETS - END OF YEAR</b>	<u><u>\$ 630,124</u></u>	<u><u>\$ 643,368</u></u>



WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

SCHEDULES OF RENTAL OPERATIONS EXPENSES  
FOR THE YEARS ENDED JULY 31, 2019 AND 2018

EXPENSES:	<u>2019</u>	<u>2018</u>
<u>Administrative</u>		
Advertising	\$ -	\$ 8
Management Fees	14,400	14,400
Salaries and Wages	20,002	2,209
Fringe Benefits	3,415	126
Investment Fee	6,120	-
Legal Expenses	-	69
Telephone	3,128	2,973
Other Administrative Expense	3,712	2,036
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<u>50,777</u>	<u>21,821</u>
<u>Utilities</u>		
Electricity	19,750	18,406
Fuel	13,124	7,655
Water and Sewer	10,214	7,818
Other Utility Expense	482	-
<b>TOTAL UTILITY EXPENSE</b>	<u>43,570</u>	<u>33,879</u>
<u>Maintenance</u>		
Custodial Supplies	692	320
Trash Removal	2,160	1,260
Snow Removal	10,296	16,710
Grounds/Landscaping	-	1,150
Elevator Repairs and Contract	2,764	2,920
Repairs (Materials)	25,758	17,374
Operation (Contract)	-	24,000
<b>TOTAL MAINTENANCE EXPENSE</b>	<u>41,670</u>	<u>63,734</u>
<u>Depreciation</u>	<u>15,380</u>	<u>14,316</u>
<u>Interest - NHHFA Mortgage Note</u>	<u>7,130</u>	<u>7,332</u>
<u>General Expenses</u>		
Real Estate Taxes	24,293	28,877
Payroll Taxes	1,612	203
Retirement Benefits	1,871	-
Workman's Compensation	1,064	118
Insurance	4,768	4,768
<b>TOTAL GENERAL EXPENSES</b>	<u>33,608</u>	<u>33,966</u>
<b>TOTAL EXPENSES</b>	<u><u>\$ 192,135</u></u>	<u><u>\$ 175,048</u></u>



WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2019

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 153,454	
HAP Rent Subsidy	19,736	

<u>Total Rental Income</u>		<u>\$ 173,190</u>
----------------------------	--	-------------------

Service Income	2,235
Interest Income	15
Commercial Income	-
Other Income	1,470

<u>Total Rental Operations Receipts</u>		<u>176,910</u>
---	--	----------------

Expenses

Administrative	49,895
Utilities	43,570
Maintenance	42,665
Interest - NHHFA Mortgage Note	7,130
Interest - Other Notes	-
General	33,608
Other	-

<u>Total Rental Operations Disbursements</u>		<u>(176,868)</u>
--	--	------------------

<u>Cash Provided by Rental Operations</u>		<u>42</u>
---	--	-----------

<u>Amortization of Mortgage</u>	5,886	
---------------------------------	-------	--

<u>Cash Provided by Rental Operations</u>		
<u>After Debt Service</u>		<u>(5,844)</u>

**OTHER RECEIPTS**

<u>Due to Management Agent</u>	16,156
--------------------------------	--------

<u>Owner Advances</u>	-
-----------------------	---

<u>Transfer from Restricted Cash Reserves</u>	46,320
---	--------

<u>and Escrows</u>	-
--------------------	---

62,476

**OTHER DISBURSEMENTS OR TRANSFERS**

<u>Transfers to Restricted Cash Reserves</u>	55,176
<u>and Escrows</u>	

<u>Purchase of Fixed Assets</u>	11,359
---------------------------------	--------

<u>Repayment of Owner Advances</u>	-
------------------------------------	---

<u>Other Partnership Expenses</u>	-
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<u>Transfers to Tenant Security Deposit Account</u>	-
---	---

66,535

<u>Net Increase or (Decrease) in Project Account Cash</u>	<u>(9,903)</u>
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<u>Project Account Cash Balance at Beginning of Year</u>	<u>28,635</u>
--	---------------

<u>Project Account Cash Balance at End of Year</u>	<u>18,732</u>
--	---------------

Composition of Project Account Cash

<u>Balance at End of Year</u>	<u>18,732</u>
-------------------------------	---------------

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve	-
--------------------	---

Operating Reserve	-
-------------------	---

Other Reserve	-
---------------	---

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

<u>at End of Year</u>	<u>\$ 18,732</u>
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WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2018

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 153,261	
HAP Rent Subsidy	18,975	
<b>Total Rental Income</b>		<b>\$ 172,236</b>

Service Income	2,215
Interest Income	30
Commercial Income	-
Other Income	7,555

Total Rental Operations Receipts 182,036

Expenses

Administrative	20,657
Utilities	33,879
Maintenance	71,119
Interest - NHHFA Mortgage Note	7,332
Interest - Other Notes	-
General	33,966
Other	-

Total Rental Operations Disbursements (166,953)

Cash Provided by Rental Operations 15,083

Amortization of Mortgage 5,684

Cash Provided by Rental Operations  
After Debt Service 9,399

**OTHER RECEIPTS**

<u>Due to Management Agent</u>	<u>(26,475)</u>	
<u>Owner Advances</u>	<u>-</u>	
<u>Transfer from Restricted Cash Reserves</u>	<u>46,158</u>	
<u>and Escrows</u>	<u>-</u>	
		<u>19,683</u>

**OTHER DISBURSEMENTS OR TRANSFERS**

<u>Transfers to Restricted Cash Reserves</u>	<u>38,810</u>	
<u>and Escrows</u>	<u>-</u>	
<u>Purchase of Fixed Assets</u>	<u>19,300</u>	
<u>Repayment of Owner Advances</u>	<u>-</u>	
<u>Other Partnership Expenses</u>	<u>-</u>	
<u>Transfers to Tenant Security Deposit Account</u>	<u>-</u>	
		<u>58,110</u>

Net Increase or (Decrease) in Project Account Cash (29,028)

Project Account Cash Balance at Beginning of Year 57,663

Project Account Cash Balance at End of Year 28,635

Composition of Project Account Cash  
Balance at End of Year 28,635

Petty Cash -

<u>Unrestricted Reserve (if applicable)</u>	<u>-</u>
Decorating Reserve	-
Operating Reserve	-
Other Reserve	-

Total Petty Cash and Unrestricted Reserves -

Total Project Account Cash  
at End of Year \$ 28,635



WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE YEAR ENDED JULY 31, 2019

<u>Description of Fund</u>	<u>Balance Beginning of Period</u>	<u>Deposits Transfers From Operations Account</u>	<u>Interest Earned</u>	<u>Withdrawals Transfers to Operations Account</u>	<u>Balance End of Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 4,758	\$ 4,800	\$ 67	\$ 4,767	\$ 4,858
Tax Escrow	7,270	40,176	302	24,292	23,456
Replacement Reserve	36,414	10,200	675	17,261	30,028
Operating Reserve	76,953	-	1,446	-	78,399
<b>Total Restricted Cash Reserves and Escrows</b>	<b>\$ 125,395</b>	<b>\$ 55,176</b>	<b>\$ 2,490</b>	<b>\$ 46,320</b>	<b>\$ 136,741</b>

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2019

NET LOSS	\$ (13,244)
ADD: DEPRECIATION	15,380
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	5,886
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	10,200
ADD/DEDUCT NHHFA APPROVED ITEMS	
Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	17,261
<b>SURPLUS CASH (DEFICIT)</b>	<b>\$ 3,311</b>



WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION  
FOR THE YEAR ENDED JULY 31, 2019

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
<u>12/31/2001</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 243,855</u>
<u>12/31/2002</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 487,710</u>
<u>12/31/2003</u>	<u>\$ 243,855</u>	<u>\$ 5,895</u>	<u>\$ 725,670</u>
<u>12/31/2004</u>	<u>\$ 243,855</u>	<u>\$ 7,200</u>	<u>\$ 962,325</u>
<u>12/31/2005</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 1,206,180</u>
<u>12/31/2006</u>	<u>\$ 243,855</u>	<u>\$ 6,120</u>	<u>\$ 1,443,915</u>
<u>12/31/2007</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 1,687,770</u>
<u>12/31/2008</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 1,931,625</u>
<u>12/31/2009</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 2,175,480</u>
<u>12/31/2010</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 2,419,335</u>
<u>12/31/2011</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 2,663,190</u>
<u>12/31/2012</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 2,907,045</u>
<u>12/31/2013</u>	<u>\$ 243,855</u>	<u>\$ 7,200</u>	<u>\$ 3,143,700</u>
<u>12/31/2014</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 3,387,555</u>
<u>12/31/2015</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 3,631,410</u>
<u>7/31/2016</u>	<u>\$ 142,249</u>	<u>\$ -</u>	<u>\$ 3,773,659</u>
<u>7/31/2017</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 4,017,514</u>
<u>7/31/2018</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 4,261,369</u>
<u>7/31/2019</u>	<u>\$ 243,855</u>	<u>\$ -</u>	<u>\$ 4,505,224</u>



J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2019 AND 2018

<i>ASSETS</i>		
	<i>2019</i>	<i>2018</i>
<b>CURRENT ASSETS</b>		
Cash - Operations	\$ 17,001	\$ 37,774
Prepaid Expenses	6,880	8,618
Total Current Assets	<u>23,881</u>	<u>46,392</u>
<b>DEPOSITS HELD IN TRUST, FUNDED</b>		
Tenant Security Deposits	<u>15,764</u>	<u>15,755</u>
<b>RESTRICTED DEPOSITS AND FUNDED RESERVES</b>		
Replacement Reserve	154,554	138,851
Operating Reserve	96,431	96,364
Tax Escrow	6,543	6,538
Total Restricted Deposits and Funded Reserves	<u>257,528</u>	<u>241,753</u>
<b>RENTAL PROPERTY</b>		
Land	176,000	176,000
Building and Building Improvements	1,071,375	1,071,375
Total Rental Property	<u>1,247,375</u>	<u>1,247,375</u>
Less Accumulated Depreciation	89,879	62,422
Net Rental Property	<u>1,157,496</u>	<u>1,184,953</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,454,669</u>	<u>\$ 1,488,853</u>
 <i>LIABILITIES AND NET ASSETS</i>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 1,355	\$ 3,545
Accrued Expenses	430	282
Total Current Liabilities	<u>1,785</u>	<u>3,827</u>
<b>DEPOSIT LIABILITIES</b>		
Tenant Security Deposit Liability	<u>15,781</u>	<u>15,772</u>
<b>LONG-TERM LIABILITIES</b>		
Due to Affiliate	45,617	40,657
Mortgage Loan Payable, Net of Current Portion	1,170,000	1,170,000
Total Long-Term Liabilities	<u>1,215,617</u>	<u>1,210,657</u>
Total Liabilities	<u>1,233,183</u>	<u>1,230,256</u>
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>221,486</u>	<u>258,597</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,454,669</u>	<u>\$ 1,488,853</u>



J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<b>RENTAL OPERATIONS</b>		
<i>Income</i>		
Tenant Rental Income	\$ 208,237	\$ 207,802
Laundry Income	1,274	1,228
Interest Income - Unrestricted	15	33
Interest Income - Restricted	175	142
Total Income	<u>209,701</u>	<u>209,205</u>
<i>Expenses (See Schedule)</i>		
Administrative	71,428	80,209
Utilities	59,196	61,477
Maintenance	59,672	34,774
Depreciation	27,458	27,009
General Expenses	29,058	49,818
Total Expenses	<u>246,812</u>	<u>253,287</u>
 <b>CHANGE IN NET ASSETS</b>	 (37,111)	 (44,082)
 <b>NET ASSETS - BEGINNING OF YEAR</b>	 <u>258,597</u>	 <u>302,679</u>
 <b>NET ASSETS - END OF YEAR</b>	 <u>\$ 221,486</u>	 <u>\$ 258,597</u>



J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)  
SCHEDULES OF RENTAL OPERATIONS EXPENSES  
FOR THE YEARS ENDED JULY 31, 2019 AND 2018

EXPENSES:	<u>2019</u>	<u>2018</u>
<u>Administrative</u>		
Advertising	\$ 350	\$ 50
Management Fees	17,688	17,818
Salaries and Wages	31,953	42,606
Fringe Benefits	10,362	12,930
Audit and Accounting Expense	400	800
Legal Expenses	253	1,173
Telephone	1,431	1,601
Other Administrative Expense	8,991	3,231
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<u>71,428</u>	<u>80,209</u>
<u>Utilities</u>		
Electricity	33,814	39,427
Fuel	15,853	13,413
Water and Sewer	8,733	7,728
Other Utility Expense	796	909
<b>TOTAL UTILITY EXPENSE</b>	<u>59,196</u>	<u>61,477</u>
<u>Maintenance</u>		
Custodial Supplies	1,726	1,605
Trash Removal	3,615	2,160
Snow Removal	4,242	3,450
Grounds/Landscaping	3,100	2,204
Elevator Repairs and Contract	4,835	5,912
Repairs (Materials)	42,154	19,443
<b>TOTAL MAINTENANCE EXPENSE</b>	<u>59,672</u>	<u>34,774</u>
<u>Depreciation</u>	<u>27,458</u>	<u>27,009</u>
<u>General Expenses</u>		
Real Estate Taxes	17,040	34,599
Payroll Taxes	2,613	3,651
Workman's Compensation	1,102	1,866
Retirement Benefits	-	1,283
Insurance	8,303	8,419
<b>TOTAL GENERAL EXPENSES</b>	<u>29,058</u>	<u>49,818</u>
<b>TOTAL EXPENSES</b>	<u><u>\$ 246,812</u></u>	<u><u>\$ 253,287</u></u>



J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)  
SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT  
FOR THE YEAR ENDED JULY 31, 2019

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 177,824	
HAP Rent Subsidy	30,413	

Total Rental Income

Service Income	1,274	
Interest Income	15	
Commercial Income	-	
Other Income	-	

Total Rental Operations Receipts

\$ 208,237

209,526

Expenses

Administrative	69,543	
Utilities	59,196	
Maintenance	61,862	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	29,058	
Other	-	

Total Rental Operations Disbursements

(219,659)

Cash Provided by Rental Operations

(10,133)

Amortization of Mortgage

-

Cash Provided by Rental Operations

After Debt Service

(10,133)

**OTHER RECEIPTS**

Due to Management Agent

4,960

Owner Advances

-

Transfer from Restricted Cash Reserves  
and Escrows

-

-

4,960

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves  
and Escrows

15,600

Purchase of Fixed Assets

-

Repayment of Owner Advances

-

Other Partnership Expenses

-

Transfers to Tenant Security Deposit Account

-

15,600

Net Increase or (Decrease) in Project Account Cash

(20,773)

Project Account Cash Balance at Beginning of Year

37,774

Project Account Cash Balance at End of Year

17,001

Composition of Project Account Cash

Balance at End of Year

17,001

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 17,001



J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)  
SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT  
FOR THE YEAR ENDED JULY 31, 2018

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 177,836	
HAP Rent Subsidy	29,966	

Total Rental Income

Service Income	1,228	
Interest Income	33	
Commercial Income	-	
Other Income	-	

Total Rental Operations Receipts

209,063

Expenses

Administrative	81,918	
Utilities	61,477	
Maintenance	34,907	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	49,818	
Other	-	

Total Rental Operations Disbursements

(228,120)

Cash Provided by Rental Operations

(19,057)

Amortization of Mortgage

-

Cash Provided by Rental Operations

After Debt Service

(19,057)

**OTHER RECEIPTS**

Due to Management Agent

(22,427)

Owner Advances

-

Transfer from Restricted Cash Reserves

-

and Escrows

-

(22,427)

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves

15,599

and Escrows

Purchase of Fixed Assets

8,975

Repayment of Owner Advances

-

Other Partnership Expenses

-

Transfers to Tenant Security Deposit Account

(21)

24,553

Net Increase or (Decrease) in Project Account Cash

(66,037)

Project Account Cash Balance at Beginning of Year

103,811

Project Account Cash Balance at End of Year

37,774

Composition of Project Account Cash

Balance at End of Year

37,774

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 37,774



J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)  
SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS  
FOR THE YEAR ENDED JULY 31, 2019

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Tax Escrow	\$ 6,538	\$ -	\$ 5	\$ -	\$ 6,543
Replacement Reserve	138,851	15,600	103	-	154,554
Operating Reserve	96,364	-	67	-	96,431
<b>Total Restricted Cash Reserves and Escrows</b>	<b>\$ 241,753</b>	<b>\$ 15,600</b>	<b>\$ 175</b>	<b>\$ -</b>	<b>\$ 257,528</b>

SCHEDULE OF SURPLUS CASH CALCULATION  
JULY 31, 2019

NET LOSS	\$ (37,111)
ADD: DEPRECIATION	27,458
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	-
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	15,600
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	-
<b>SURPLUS CASH (DEFICIT)</b>	<b>\$ (25,253)</b>



SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2019 AND 2018

<b>ASSETS</b>		
	<b>2019</b>	<b>2018</b>
<b>CURRENT ASSETS</b>		
Cash - Operations	\$ 91,630	\$ 56,958
Prepaid Expenses	6,318	6,623
Total Current Assets	<u>97,948</u>	<u>63,581</u>
<b>DEPOSITS HELD IN TRUST, FUNDED</b>		
Tenant Security Deposits	<u>15,855</u>	<u>16,600</u>
<b>RESTRICTED DEPOSITS AND FUNDED RESERVES</b>		
Replacement Reserve	124,871	111,486
Operating Reserve	67,111	65,873
Tax Escrow	11,877	9,311
Insurance Escrow	3,581	3,802
Total Restricted Deposits and Funded Reserves	<u>207,440</u>	<u>190,472</u>
<b>RENTAL PROPERTY</b>		
Land	211,000	211,000
Building and Building Improvements	907,200	895,200
Total Rental Property	<u>1,118,200</u>	<u>1,106,200</u>
Less Accumulated Depreciation	28,775	5,595
Net Rental Property	<u>1,089,425</u>	<u>1,100,605</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 1,410,668</u></u>	<u><u>\$ 1,371,258</u></u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Current Portion of Mortgage Loan Payable	\$ 15,344	\$ 14,309
Accounts Payable	4,240	2,410
Accrued Expenses	194	117
Total Current Liabilities	<u>19,778</u>	<u>16,836</u>
<b>DEPOSIT LIABILITIES</b>		
Tenant Security Deposit Liability	<u>15,805</u>	<u>16,600</u>
<b>LONG-TERM LIABILITIES</b>		
Due to Affiliate	131,432	136,698
Mortgage Loan Payable, Net of Current Portion	885,694	901,031
Total Long-Term Liabilities	<u>1,017,126</u>	<u>1,037,729</u>
Total Liabilities	<u>1,052,709</u>	<u>1,071,165</u>
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>357,959</u>	<u>300,093</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>\$ 1,410,668</u></u>	<u><u>\$ 1,371,258</u></u>



SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

STATEMENTS OF ACTIVITIES

FOR THE YEAR ENDED JULY 31, 2019 AND THE THREE MONTH PERIOD ENDED JULY 31, 2018

	<u>2019</u>	<u>2018</u>
<b>RENTAL OPERATIONS</b>		
<i>Income</i>		
Tenant Rental Income	\$ 260,808	\$ 66,083
Laundry Income	2,640	670
Donation	-	283,644
Other Income	1,070	582
Interest Income - Unrestricted	56	9
Interest Income - Restricted	3,633	677
Total Income	<u>268,207</u>	<u>351,665</u>
<i>Expenses (See Schedule)</i>		
Administrative	38,625	11,228
Utilities	35,850	6,553
Maintenance	55,722	12,698
Depreciation	23,180	5,595
Interest - NHHFA Mortgage Note	25,616	6,557
General Expenses	31,348	8,941
Total Expenses	<u>210,341</u>	<u>51,572</u>
<b>CHANGE IN NET ASSETS</b>	57,866	300,093
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>300,093</u>	<u>-</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 357,959</u>	<u>\$ 300,093</u>



SHERBURN WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

SCHEDULES OF RENTAL OPERATIONS EXPENSES

FOR THE YEAR ENDED JULY 31, 2019 AND THE THREE MONTH PERIOD ENDED JULY 31, 2018

EXPENSES:	<u>2019</u>	<u>2018</u>
<u>Administrative</u>		
Advertising	\$ 125	\$ -
Management Fees	20,872	4,500
Salaries and Wages	8,526	3,417
Fringe Benefits	3,021	1,036
Audit and Accounting Expense	75	925
Telephone	2,291	572
Other Administrative Expense	3,715	778
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<u>38,625</u>	<u>11,228</u>
<u>Utilities</u>		
Electricity	20,577	4,442
Fuel	8,898	1,334
Water and Sewer	4,597	200
Other Utility Expense	1,778	577
<b>TOTAL UTILITY EXPENSE</b>	<u>35,850</u>	<u>6,553</u>
<u>Maintenance</u>		
Trash Removal	1,523	525
Snow Removal	25,123	-
Grounds/Landscaping	292	431
Repairs (Materials)	28,784	11,742
<b>TOTAL MAINTENANCE EXPENSE</b>	<u>55,722</u>	<u>12,698</u>
<u>Depreciation</u>	<u>23,180</u>	<u>5,595</u>
<u>Interest - NHHFA Mortgage Note</u>	<u>25,616</u>	<u>6,557</u>
<u>General Expenses</u>		
Real Estate Taxes	25,184	6,938
Payroll Taxes	714	287
Workman's Compensation	454	182
Retirement benefits	228	342
Insurance	4,768	1,192
<b>TOTAL GENERAL EXPENSES</b>	<u>31,348</u>	<u>8,941</u>
<b>TOTAL EXPENSES</b>	<u><u>\$ 210,341</u></u>	<u><u>\$ 51,572</u></u>



SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2019

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 119,235
HAP Rent Subsidy	141,573

Total Rental Income \$ 260,808

Service Income	2,640
Interest Income	56
Commercial Income	-
Other Income	1,070

Total Rental Operations Receipts 264,574

Expenses

Administrative	38,243
Utilities	35,850
Maintenance	53,892
Interest - NHHFA Mortgage Note	25,616
Interest - Other Notes	-
General	31,348
Other	-

Total Rental Operations Disbursements (184,949)

Cash Provided by Rental Operations 79,625

Amortization of Mortgage 14,302

Cash Provided by Rental Operations  
After Debt Service 65,323

**OTHER RECEIPTS**

Due to Management Agent

Owner Advances -

Transfer from Restricted Cash Reserves 43,443

and Escrows -

43,443

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves 56,778

and Escrows -

Purchase of Fixed Assets 12,000

Repayment of Owner Advances 5,266

Other Partnership Expenses 50

Transfers to Tenant Security Deposit Account -

74,094

Net Increase or (Decrease) in Project Account Cash 34,672

Project Account Cash Balance at Beginning of Year 56,958

Project Account Cash Balance at End of Year 91,630

Composition of Project Account Cash

Balance at End of Year 91,630

Petty Cash

Unrestricted Reserve (if applicable)

Decorating Reserve -

Operating Reserve -

Other Reserve -

Total Petty Cash and Unrestricted Reserves

Total Project Account Cash

at End of Year \$ 91,630



SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 31,338
HAP Rent Subsidy	34,745

Total Rental Income \$ 66,083

Service Income	670
Interest Income	9
Commercial Income	-
Other Income	582

Total Rental Operations Receipts 67,344

Expenses

Administrative	14,673
Utilities	6,553
Maintenance	13,836
Interest - NHHFA Mortgage Note	6,557
Interest - Other Notes	-
General	8,941
Other	-

Total Rental Operations Disbursements (50,560)

Cash Provided by Rental Operations 16,784

Amortization of Mortgage 3,423

Cash Provided by Rental Operations  
After Debt Service 13,361

**OTHER RECEIPTS**

Due to Management Agent (7,046)

Owner Advances -

Transfer from Restricted Cash Reserves 13,910

and Escrows -

6,864

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves 12,881

and Escrows -

Purchase of Fixed Assets -

Repayment of Owner Advances -

Other Partnership Expenses -

Transfers to Tenant Security Deposit Account -

12,881

Net Increase or (Decrease) in Project Account Cash 7,344

Project Account Cash Balance at Beginning of Year 49,614

Project Account Cash Balance at End of Year 56,958

Composition of Project Account Cash

Balance at End of Year 56,958

Petty Cash

Unrestricted Reserve (if applicable)

Decorating Reserve	-
Operating Reserve	-
Other Reserve	-

Total Petty Cash and Unrestricted Reserves

Total Project Account Cash

at End of Year \$ 56,958



SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE YEAR ENDED JULY 31, 2019

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 3,802	\$ 4,500	\$ 46	\$ 4,767	\$ 3,581
Tax Escrow	9,311	29,028	214	26,676	11,877
Replacement Reserve	111,486	23,250	2,135	12,000	124,871
Operating Reserve	65,873	-	1,238	-	67,111
<b>Total Restricted Cash Reserves and Escrows</b>	<b>\$ 190,472</b>	<b>\$ 56,778</b>	<b>\$ 3,633</b>	<b>\$ 43,443</b>	<b>\$ 207,440</b>

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2019

NET INCOME	\$ 57,866
ADD: DEPRECIATION	23,180
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	14,302
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	23,250
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	12,000
<b>SURPLUS CASH (DEFICIT)</b>	<b>\$ 55,494</b>



SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION

FOR THE YEAR ENDED JULY 31, 2019

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
12/31/2003	\$ 113,850	\$ -	\$ 113,850
12/31/2004	\$ 113,850	\$ -	\$ 227,700
12/31/2005	\$ 113,850	\$ -	\$ 341,550
12/31/2006	\$ 113,850	\$ -	\$ 455,400
12/31/2007	\$ 113,850	\$ -	\$ 569,250
12/31/2008	\$ 113,850	\$ -	\$ 683,100
12/31/2009	\$ 113,850	\$ -	\$ 796,950
12/31/2010	\$ 113,850	\$ -	\$ 910,800
12/31/2011	\$ 113,850	\$ -	\$ 1,024,650
12/31/2012	\$ 113,850	\$ -	\$ 1,138,500
12/31/2013	\$ 113,850	\$ -	\$ 1,252,350
12/31/2014	\$ 113,850	\$ -	\$ 1,366,200
12/31/2015	\$ 113,850	\$ -	\$ 1,480,050
12/30/2016	\$ 113,850	\$ -	\$ 1,593,900
12/30/2017	\$ 113,850	\$ -	\$ 1,707,750
7/31/2018	\$ 66,413	\$ -	\$ 1,774,163
7/31/2019	\$ 113,850	\$ -	\$ 1,888,013



# SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

*The Community Action Partnership for Hillsborough and Rockingham Counties*

**BOARD OF DIRECTORS ~ as of January 2020**

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<u>Representing Manchester</u> Lou D'Allesandro Vice Chair  Toni Pappas	<u>Representing Manchester</u> Peter Ramsey <i>Term: 4/18-9/21</i>  Carrie Marshall Gross <i>Term: 9/17-9/20</i>	<u>Representing Manchester</u> James Brown 9/18-9/21  Orville Kerr, Secretary <i>Term 9/18-9/21</i>  Anna Hamel <i>Term Expires Sept. 2022</i>	Alicia Webber Term begins 11/19
<u>Representing Nashua</u> Kevin Moriarty Treasurer	<u>Representing Nashua</u> Dolores Bellavance, <i>Chairman</i> <i>Term: 9/18-9/21</i>	<u>Representing Nashua</u> Bonnie Henault <i>Term: 9/17-9/20</i>  Shirley Pelletier <i>Term: 9/17-9/20</i>	
<u>Representing Towns</u> Thomas Mullins	<u>Representing Towns</u> German J. Ortiz	<u>Representing Towns</u>	
<u>Representing Rockingham County</u> Rep. Sherman Packard	<u>Representing Rockingham County</u>	<u>Representing Rockingham County</u>	



## **DONNALEE LOZEAU**

### **Community and Civic Involvement- Current**

- NH Community Action Partnership.
- HB4-Cliff Effect Working Group, Co-chair
- Governor's Office for Emergency Relief and Recovery Stakeholders Advisory Board, Chair
- Whole Family Approach to Jobs NH Chapter, Co-chair
- St. Joseph Hospital Board of Directors
- St. Mary's Bank Supervisory Committee, Chair
- NH Healthy Families Board of Directors
- Mary's House Advisory Board
- The Plus Company
- NH Tomorrow Leadership Council
- Eagle Scout Board of Review
- American Council of Young Political Leaders, Alumni Member

### **Community and Civic Involvement- Past**

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Big Brothers Big Sisters Board of Directors, Past President
- Statewide Workforce Innovation Board
- Greater Nashua Dental Connection BOD, Founding Member
- Great American Downtown, Founding Member
- Domestic Violence Coordinating Council Nashua
- US Conference of Mayors
- No Labels
- Fix the Debt

## **EXPERIENCE**

**Southern New Hampshire Services, Inc.**  
**Manchester, NH**  
**(January 2016-Present)**

### **Executive Director/CEO**

- Development and oversight of Community Action Partnership serving NH's two largest counties, Hillsborough and Rockingham.
- Cooperation and engagement with local, state and federal agencies and organizations on issues and programs that intersect with the Community Action Mission
- Work to fundamentally enhance the delivery of service to targeted community to wrap services around clients and streamline the application process by implementing the Whole Family Approach

**City of Nashua, New Hampshire**  
**(2008-2016) – Elected**

### **Mayor**

- Full time overall day to day management and operations of 2<sup>nd</sup> largest city in the state of NH with development and implementation of \$245 million dollar (2016) annual budget
- Worked with elected boards including Board of Aldermen; Public Works; Board of Education and others to prioritize and balance budget requirements and the needs of the community
- Chaired Board of Public Works and the Finance Committee
- Successfully negotiated the City's purchase of the publicly traded water company (Pennichuck) after a prolonged case before the NHPUC and the NH Supreme Court

**Southern New Hampshire Services, Inc.**  
**(1993 –2008) Manchester, NH**

### **Director of Program and Community Development**

- Assessed the need for services throughout Hillsborough County through community outreach by developing partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Founded Mary's House 40 units of housing for homeless women and developed 219 units of Elderly Housing
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services and developed the program and secured the site for Economic Opportunity Center



**DONNALEE LOZEAU**  
**CONTINUED**

**Community and  
Civic Involvement-  
Past**

- NH Center for Public Policy Studies
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Greater Nashua Asset Building Coalition, Founding Member
- New Hampshire Charitable Foundation State Board, Member

**Education and  
Training**

- CCAP, Certified Community Action Professional
- CCAP Proctor
- Rivier College, Nashua- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Justice of the Peace

**NH State Representative, Hillsborough County, District 30  
(1984 – 2000)**

**Deputy Speaker of the NH House of Representatives  
(1996 – 2000)**

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content
- Responsible for functions of the House on behalf of or in the absence of the Speaker

**Committee Assignments:**

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- New Member Orientation, Chair
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- State and Federal Relations Committee

**Appointments:**

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council
  - Subcommittee on Offenders, Chairman
  - Space and Prison Programming
  - Juveniles Subcommittee, Co-Chair
- National Conference of State Legislatures Law and Justice, Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

**City Streets Restaurant, (1986-1991)**

**City Streets Diner, (2000 – 2003) Nashua, NH**

**Co-Owner/Operator**

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts, staff and licensing requirements



# RYAN CLOUTHIER



## OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.



## EXPERIENCE

Deputy Director | Southern New Hampshire Services Inc.

FEB. 2018-PRESENT

Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Deputy Director will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Executive Director and Fiscal Officer the Deputy Director provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

Energy and Housing Operations Director | Southern New Hampshire Services Inc.

2016 – 2018

Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this position provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

Energy Director | Southern New Hampshire Services Inc.

2013 – 2016

Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

Weatherization Director | Southern New Hampshire Services Inc.

2006-2013

Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH



Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition

**Energy Auditor | Southern New Hampshire Services Inc.**  
2004 – 2006

Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

**Network Analyst | Genuity**  
2004 – 2006

Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.



## EDUCATION

2000 NH Community Technical College  
1994-1998: Dover High School

Other: Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.



## SKILLS

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include: TREAT, NEAT, OTTER, FAP/EAP, Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.



## ACTIVITIES/ACCOMPLISHMENTS

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.



## JAMES M. CHAISSON

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### SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
  - Controller in MFG & Distribution
  - Treasury and Cash Flow Management
  - Financial & Capital Budgeting, Reporting & Control
  - Cost Accounting Manager
  - General Accounting Manager
  - Business Performance Metric Establishment and Measurement
- 

### PROFESSIONAL EXPERIENCE

#### **Southern New Hampshire Services, Manchester, NH**

**5/2009-Present**

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sights located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers \$36 million in program funds annually with over 450 employees.

#### Chief Fiscal Officer

**1/2017 to Present**

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

#### Senior Accountant

**5/2009-1/2017**

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review



James M. Chaisson

**WOOD STRUCTURES, INC. Biddeford, ME**

**2001-4/2009**

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a \$70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

**Controller**

**2006-4/2009**

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts:

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour-Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

**Accounting Manager**

**2001-2006**

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

**VISHAY SPRAGUE, Sanford, ME**

**1978-2001**

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSE: VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of \$200 million and 1,400 employees.

**Plant Cost Accounting Manager**

**1997-2001**

**Division General Accounting Manager**

**1995-1997**

**Division Operation Accountant**

**1989-1995**

**Division Fixed-Asset Accountant**

**1987-1989**

**Master Engineering Technician**

**1984-1987**

**Lead Production Technician**

**1978-1984**

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**EDUCATION**

**NASSON COLLEGE, Springvale, ME**

B.S. in Business Administration



**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

The Community Action Partnership serving Hillsborough and Rockingham Counties

Mailing Address: PO Box 5040, Manchester, NH 03108

40 Pine Street, Manchester, NH 03013

Telephone: (603) 668-8010      FAX: (603) 645-6734

**WIC and Breastfeeding Peer Counseling Services**

**List of Key Administrative Personnel**

**As of: June 22, 2020**

<b>Title</b>	<b>Name</b>	<b>Annual Salary</b>	<b>Percentage</b>	<b>Amount</b>
Executive Director	Donnalee Lozeau	\$190,649	0.00%	0
Deputy Director	Ryan Clouthier	\$115,606	0.00%	0
Chief Financial Officer	James Chaisson	\$125,962	0.00%	0





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

April 29, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to exercise a renewal option to existing agreements identified in the table below to continue to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the aggregate price limitations by \$5,831,478 from \$6,023,175 to \$11,854,653, and extending the contract completion dates from June 30, 2019 to June 30, 2021, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget	G&C Approval Date
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,601,430	\$1,540,472	\$3,141,902	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$1,006,678	\$964,988	\$1,971,666	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$2,668,360	\$5,412,828	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14)
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$670,599	\$657,658	\$1,328,257	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Total:			\$6,023,175	\$5,831,478	\$11,854,653	



Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2020 and in State Fiscal Year 2021, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

The purpose of this request is to continue providing supplemental nutritious foods and public health nutrition and breastfeeding services to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This request, if approved, will exercise two (2) of the four (4) available years of renewal.

The WIC program supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC program through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives healthy nutrition education that could improve health outcomes, and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			<b>Sub-Total</b>	<b>\$795,465</b>	<b>\$0</b>	<b>\$795,465</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			<b>Sub-Total</b>	<b>\$789,965</b>	<b>\$0</b>	<b>\$789,965</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$47,273	\$47,273



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

			<b>Sub-Total</b>	<b>\$0</b>	<b>\$769,236</b>	<b>\$769,236</b>
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<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2021	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$49,273	\$49,273
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$771,236</b>	<b>\$771,236</b>

**Goodwin Community Health**

**PO 1058084**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$498,164</b>	<b>\$0</b>	<b>\$498,164</b>



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$29,179	\$29,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$481,494</b>	<b>\$481,494</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$31,179	\$31,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$483,494</b>	<b>\$483,494</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$58,929	\$58,929
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,333,180</b>	<b>\$1,333,180</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$60,929	\$60,929
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,335,180</b>	<b>\$1,335,180</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$331,849</b>	<b>\$0</b>	<b>\$331,849</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$23,966	\$23,966
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$320,079</b>	<b>\$320,079</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$23,466	\$23,466
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$319,579</b>	<b>\$319,579</b>



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

		<b>Funding Source</b>	<b>Sub-Total</b>	<b>\$5,956,097</b>	<b>\$5,813,478</b>	<b>\$11,769,575</b>
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**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			<b>Sub-Total</b>	<b>\$16,000</b>	<b>\$0</b>	<b>\$16,000</b>

**Goodwin Community Health**

**PO 1058084**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	\$9,700
			<b>Sub-Total</b>	<b>\$9,700</b>	<b>\$0</b>	<b>\$9,700</b>

**Southern New Hampshire Services**

**PO 1058085**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			<b>Sub-Total</b>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			<b>Sub-Total</b>	<b>\$6,978</b>	<b>\$0</b>	<b>\$6,978</b>
		<b>Funding Source Total</b>		<b>\$63,078</b>	<b>\$0</b>	<b>\$63,078</b>

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Svc	90003396	\$0	\$18,000	\$18,000
2021	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$6,023,175</b>	<b>\$5,831,487</b>	<b>\$11,854,653</b>





New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2<sup>nd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 28<sup>th</sup> day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45) as amended on June 6, 2018, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1; Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$5,412,828.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Add Exhibit B-1 Amendment #2, SFY 2020 WIC Budget
6. Add Exhibit B-2 Amendment #2, SFY 2021 WIC Budget.
7. Add Exhibit B-3 Amendment #2, SFY 2020 BFPC Budget.
8. Add Exhibit B-4 Amendment #2, SFY 2021 BFPC Budget.

23419





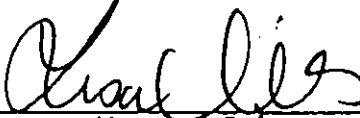
New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

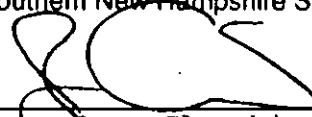
State of New Hampshire  
Department of Health and Human Services

4/29/19  
Date

  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Southern New Hampshire Services

3-4-19  
Date

  
Name: Ryan Clouthier  
Title: Deputy Director

**Acknowledgement of Contractor's signature:**

State of New Hampshire County of Hillsborough on March 4, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
Signature of Notary Public or Justice of the Peace

Debra D. Stohrer, Notary  
Name and Title of Notary or Justice of the Peace  
DEBRA D. STOHRER  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020

My Commission Expires: \_\_\_\_\_

03-4-19





New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/3/2019  
Date

*Nancy J. Smith*  
Name: *Nancy J. Smith*  
Title: *Sr. Ass. Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



**Exhibit B-1 Amendment #2  
SFY 2020 WIC Budget**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2019- 6/30/2020

Line Item	Total Program Cost				Contractor Share / Match			Funded by DHHS (contract share)			
	Direct	Indirect	Total	Cost	Direct	Indirect	Total	Direct	Indirect	Total	Cost
	Incremental	Fixed			Incremental	Fixed		Incremental	Fixed		
1. Total Salary/Wages	\$		677,958.00	\$	677,958.00						
2. Employee Benefits	\$		301,135.00	\$	301,135.00						
3. Consultants	\$		25,230.00	\$	25,230.00						
4. Equipment:	\$		1,100.00	\$	1,100.00						
Rental				\$							
Repair and Maintenance				\$							
Purchase/Depreciation				\$							
5. Supplies:	\$		25,834.00	\$	25,834.00						
Educational				\$							
Lab				\$							
Pharmacy				\$							
Medical				\$							
Office				\$							
6. Travel	\$		24,945.00	\$	24,945.00						
7. Occupancy	\$		75,873.00	\$	75,873.00						
8. Current Expenses	\$		25,595.00	\$	25,595.00						
Telephone				\$							
Postage				\$							
Subscriptions				\$							
Audit and Legal				\$							
Insurance				\$							
Board Expenses				\$							
9. Software				\$							
10. Marketing/Communications				\$							
11. Staff Education and Training	\$		2,850.00	\$	2,850.00						
12. Indirect Cost				\$113,731.00	\$	113,731.00					
13. Other:				\$							
	\$			\$				\$			
<b>TOTAL</b>	\$		1,160,520.00	\$113,731.00	\$	1,274,251.00	\$				\$1,274,251.00

Indirect As A Percent of Direct

9.8%



**Exhibit B-2 Amendment #2  
SFY 2021 WIC Budget**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2020- 6/30/2021

Line Item	Program Costs				Contractor Share/Match			Funded by DHHS/Contractor Share			
	Direct	Indirect	Total	Program Cost	Direct	Indirect	Total	Direct	Indirect	Total	Program Cost
	Incremental	Fixed	Total		Incremental	Fixed	Total	Incremental	Fixed	Total	
1. Total Salary/Wages	\$		677,958.00	\$	677,958.00						
2. Employee Benefits	\$		301,135.00	\$	301,135.00						
3. Consultants	\$		25,230.00	\$	25,230.00						
4. Equipment	\$		1,100.00	\$	1,100.00						
Rental				\$							
Repair and Maintenance				\$							
Purchase/Depreciation				\$							
5. Supplies	\$		25,834.00	\$	25,834.00						
Educational				\$							
Lab				\$							
Pharmacy				\$							
Medical				\$							
Office				\$							
6. Travel	\$		24,945.00	\$	24,945.00						
7. Occupancy	\$		75,873.00	\$	75,873.00						
8. Current Expenses	\$		25,595.00	\$	25,595.00						
Telephone				\$							
Postage				\$							
Subscriptions				\$							
Audit and Legal				\$							
Insurance				\$							
Board Expenses				\$							
9. Software				\$							
10. Marketing/Communications				\$							
11. Staff Education and Training	\$		2,850.00	\$	2,850.00						
12. Indirect Cost				\$	113,731.00	\$	113,731.00				
13. Special Project/NWA Travel	\$		2,000.00	\$	-	\$	2,000.00	\$	-	\$	2,000.00
	\$		-	\$	-	\$	-	\$	-	\$	-
	\$		-	\$	-	\$	-	\$	-	\$	-
	\$		-	\$	-	\$	-	\$	-	\$	-
	\$		-	\$	-	\$	-	\$	-	\$	-
<b>TOTAL</b>	\$		1,162,520.00	\$	113,731.00	\$	1,276,251.00	\$	2,000.00	\$	1,276,251.00

Indirect As A Percent of Direct

9.8%



Exhibit B-3 Amendment #2  
SFY 2020 BFPC Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2019- 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 43,640.00		\$ 43,640.00						
2. Employee Benefits	\$ 7,271.00		\$ 7,271.00						
3. Consultants			\$ -						
4. Equipment:			\$ -						
Rental			\$ -						
Repair and Maintenance			\$ -						
Purchase/Depreciation			\$ -						
5. Supplies:			\$ -						
Educational			\$ -						
Lab			\$ -						
Pharmacy			\$ -						
Medical			\$ -						
Office			\$ -						
6. Travel	\$ 2,258.00		\$ 2,258.00						
7. Occupancy			\$ -						
8. Current Expenses			\$ -						
Telephone			\$ -						
Postage			\$ -						
Subscriptions			\$ -						
Audit and Legal			\$ -						
Insurance			\$ -						
Board Expenses			\$ -						
9. Software			\$ -						
10. Marketing/Communications			\$ -						
11. Staff Education and Training	\$ 500.00		\$ 500.00						
12. Indirect Cost		\$ 5,260.00	\$ 5,260.00						
13. Other (specific details mandatory):			\$ -						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 53,669.00</b>	<b>\$ 5,260.00</b>	<b>\$ 58,929.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,929.00</b>

Indirect As A Percent of Direct

9.8%



Exhibit B-4 Amendment #2  
SFY 2021 BFPC Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2020- 6/30/2021

Line Item	Total Program Cost -			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 43,640.00		\$ 43,640.00						
2. Employee Benefits	\$ 7,271.00		\$ 7,271.00						
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	\$ 2,258.00		\$ 2,258.00						
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training	\$ 500.00		\$ 500.00						
12. Indirect Cost		\$ 5,260.00	\$ 5,260.00						
13. Other (specific details mandatory):									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 53,669.00</b>	<b>\$ 5,260.00</b>	<b>\$ 58,929.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,929.00</b>

Indirect As A Percent of Direct

9.8%





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

MAY24'18 AM10:11 DAS

14 mac

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

May 15, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to amend existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475, and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$646,498	\$19,501	\$665,999
Total:			\$5,878,624	\$125,851	\$6,004,475

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

See Attached Fiscal Details for Funding Distribution

**EXPLANATION**

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.



New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants, and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

#### Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.



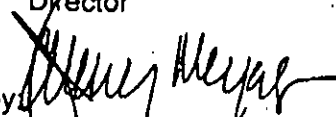
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW  
Director

Approved by



Jeffrey A. Meyers  
Commissioner



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND  
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH  
AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			<b>Sub-Total</b>	<b>\$782,865</b>	<b>\$12,600</b>	<b>\$795,465</b>

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			<b>Sub-Total</b>	<b>\$780,865</b>	<b>\$2,000</b>	<b>\$782,865</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,650</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			<b>Sub-Total</b>	<b>\$489,164</b>	<b>\$2,000</b>	<b>\$491,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$24,000</b>	<b>\$1,369,034</b>



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1<sup>st</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #1") dated this 25th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,744,468.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services.
5. Delete in its entirety Exhibit B-1, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Budget.
6. Delete in its entirety Exhibit B-3, Budget, and replace with Exhibit B-2 Amendment #1, SFY 2019 WIC Budget.
7. Add Exhibit B-3 Amendment #1, Infrastructure Budget.
8. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/10/18  
Date

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Southern New Hampshire Services

April 30, 2018  
Date

[Signature]  
Name: Donnalee Dozeau  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on April 30, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Debra Stohrer  
Name and Title of Notary or Justice of the Peace

My Commission Expires: DEBRA D. STORER  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5-23-18  
Date

*RWR*  
Name: *Rebecca W. Ross*  
Title: *Senior Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





## 1. Provisions Applicable to All Services

- 1.1. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court, or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

## 2. Scope of Services

- 2.1. The Vendor shall use additional funding:
  - 2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;
    - 2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;
    - 2.1.1.2. Must be in place no later than June 30, 2018.
  - 2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;
  - 2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30<sup>th</sup>, 2018;



New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Child/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salaries/Wages	711,577.84	-	711,577.84	-	-	-	711,577.84	-	711,577.84
2. Employee Benefits	297,798.09	-	297,798.09	-	-	-	297,798.09	-	297,798.09
3. Contractors	75,300.00	-	75,300.00	-	-	-	75,300.00	-	75,300.00
4. Equipment	1,200.00	-	1,200.00	-	-	-	1,200.00	-	1,200.00
5. Supplies	-	-	-	-	-	-	-	-	-
6. Travel	75,700.00	-	75,700.00	-	-	-	75,700.00	-	75,700.00
7. Occupancy	64,400.00	-	64,400.00	-	-	-	64,400.00	-	64,400.00
8. Current Expenses	25,498.00	-	25,498.00	-	-	-	25,498.00	-	25,498.00
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	8,800.00	-	8,800.00	-	-	-	8,800.00	-	8,800.00
12. Indirect Cost	-	102,773.00	102,773.00	-	-	-	-	102,773.00	102,773.00
13. Other (Computer Purchase/Cell phone/ward)	24,000.00	-	24,000.00	-	-	-	24,000.00	-	24,000.00
TOTAL	1,297,321.73	102,773.00	1,400,094.73	-	-	-	1,297,321.73	102,773.00	1,400,094.73

Indirect As A Percent of Direct 8.3%



New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2018 to 6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	221,344.00	-	221,344.00	-	-	-	185,344.00	-	185,344.00
2. Employee Benefits	73,268.30	-	73,268.30	-	-	-	60,318.30	-	60,318.30
3. Consultants	24,918.00	-	24,918.00	-	-	-	24,918.00	-	24,918.00
4. Equipment	1,500.00	-	1,500.00	-	-	-	1,500.00	-	1,500.00
5. Rental	-	-	-	-	-	-	-	-	-
6. Travel and Maintenance	-	-	-	-	-	-	-	-	-
7. Purchased Computer	-	-	-	-	-	-	-	-	-
8. Supplies	38,000.00	-	38,000.00	-	-	-	38,000.00	-	38,000.00
9. Educational	-	-	-	-	-	-	-	-	-
10. Pharmacy	-	-	-	-	-	-	-	-	-
11. Medical	-	-	-	-	-	-	-	-	-
12. Office	-	-	-	-	-	-	-	-	-
13. Travel	23,500.00	-	23,500.00	-	-	-	23,500.00	-	23,500.00
14. Occupancy	85,400.00	-	85,400.00	-	-	-	85,400.00	-	85,400.00
15. Current Expenses	24,998.00	-	24,998.00	-	-	-	24,998.00	-	24,998.00
16. Telephone	-	-	-	-	-	-	-	-	-
17. Postage	-	-	-	-	-	-	-	-	-
18. Subscriptions	-	-	-	-	-	-	-	-	-
19. Audit and Legal	-	-	-	-	-	-	-	-	-
20. Insurance	-	-	-	-	-	-	-	-	-
21. Board Expenses	-	-	-	-	-	-	-	-	-
22. Software	-	-	-	-	-	-	-	-	-
23. Marketing/Communications	-	-	-	-	-	-	-	-	-
24. Staff Education and Training	8,600.00	-	8,600.00	-	-	-	8,600.00	-	8,600.00
25. Indirect Cost	-	107,106.00	107,106.00	-	-	-	-	107,106.00	107,106.00
26. Special Projects/WIA Travel	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00
TOTAL	1,178,998.30	107,106.00	1,286,104.30	-	-	-	1,178,998.30	107,106.00	1,286,104.30

Indirect As A Percent of Direct 8.1%



Exhibit B-3 Amendment #1  
Infrastructure Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Infrastructure

Budget Period: 7/1/2017 to 06/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Computer Equipment Purchases)	\$ 30,400.00	\$ -	\$ 30,400.00	\$ -	\$ -	\$ -	\$ 30,400.00	\$ -	\$ 30,400.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 30,400.00	\$ -	\$ 30,400.00	\$ -	\$ -	\$ -	\$ 30,400.00	\$ -	\$ 30,400.00

Indirect As A Percent of Direct

0.0%

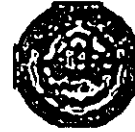
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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc.; alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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New Hampshire Department of Health and Human Services

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting Infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for Individually Identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password), must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

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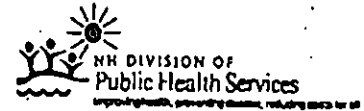


Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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May 1, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
Total:			\$5,878,624

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified, without further approval from the Governor and Executive Council.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM



**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902
			Sub-Total:	\$782,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312



**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$8,668
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312



**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN  
SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND  
COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

**EXPLANATION**

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups; pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

These contracts contain language which allows the Department to extend contracted services for up to four additional years, contingent upon satisfactory performance, continued funding and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner





New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Special Supplemental Nutrition  
Program for Women, Infants & Children

RFP Name

RFP-2018-DPHS-11-SPECI

RFP Number

Reviewer Names

Bidder Name

1. CAP Belknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	167
	200	182
	200	182

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin
4. Lissa Sirols, Administrator  
Nutrition Services DPHS
5.
6.



45.3

FORM NUMBER P-37 (version 5/8/15)

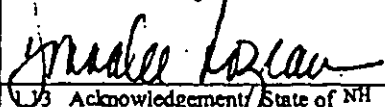



Subject: WIC and Breastfeeding Peer Counseling Services (RFP-2018-DPHS-11-SPEC-03)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire Services		1.4 Contractor Address 40 Pine Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 05-95-90-902010-5260-102-500731 05-95-90-902010-5260-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$2,688,068
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau Executive Director	
1.13 Acknowledgement/ State of NH, County of Hillsborough On May 9, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace Debra Stohrer, Notary			
1.14 State Agency Signature  Date: 5/15/17		1.15 Name and Title of State Agency Signatory LWA MORRIS, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. York - Attorney 5/26/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 5/9/17





## Exhibit A

### Scope of Services

#### 1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

#### 2. STATEMENT OF WORK

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
  - 2.2.1 Provide WIC services to the contracted caseload of 8,932 to include women, infants and children each month utilizing the StarLINC MIS system in the counties of Rockingham and Hillsborough.
  - 2.2.2 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
  - 2.2.3 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
  - 2.2.4 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.
  - 2.2.5 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:





## Exhibit A

- 2.2.5.1 Include national WIC enrollment and retention website ([www.signupwic.com](http://www.signupwic.com)) in outreach materials and on individual agency website;
- 2.2.5.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
- 2.2.5.3 Distribution of WIC informational booklets and referral materials;
- 2.2.5.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
- 2.2.5.5 Maintenance of participant waiting list, if appropriate;
- 2.2.5.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
- 2.2.5.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
- 2.2.5.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.6 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
  - 2.2.6.1 A minimum of twenty-five (25) enrolled participants;
  - 2.2.6.2 Nearby WIC-authorized food stores;
  - 2.2.6.3 Other community and health services that serve WIC eligible participants; and
  - 2.2.6.4 Available transportation for accessing the WIC clinic.
- 2.2.7 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.8 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.9 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.10 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.11 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.12 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.
- 2.2.13 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.





## Exhibit A

- 2.2.14 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
- 2.2.15 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
- 2.2.16 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
- 2.2.17 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
- 2.2.18 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract.
- 2.2.19 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
- 2.2.20 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
- 2.2.21 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.22 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
- 2.2.23 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.24 Conduct special projects as appropriate funding is received.
- 2.2.25 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

### 3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30<sup>th</sup> of each contract year.
- 3.2 The Contractor shall provide a mid-year progress report no later than January 30<sup>th</sup> of each contract year.





## Exhibit A

- 3.3 The Contractor shall provide a year-end report no later than June 30<sup>th</sup> of each contract year.

### 4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

### 5. PERFORMANCE MEASURES

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department





## Exhibit A

and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:

- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3<sup>rd</sup> month of pregnancy.
  - 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5<sup>th</sup> birthday.
  - 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
  - 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
  - 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.
- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

### Workplan Schedule

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019





### Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2, B-3, and B-4.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must;
    - 4.2.1. Clearly identify the amount requested and the services performed during that period.
    - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

DL  
5/9/17



Table B-1  
Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Budget/Program Name: Southern New Hampshire Services

Budget Request for: HSC - Women, Infants and Children

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DDCS (amount above)		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	711,577.84	-	711,577.84	-	-	-	711,577.84	-	711,577.84
2. Employee Benefits	281,108.08	-	281,108.08	-	-	-	281,108.08	-	281,108.08
3. Consultants	24,000.00	-	24,000.00	-	-	-	24,000.00	-	24,000.00
4. Supplies	-	-	-	-	-	-	-	-	-
5. Travel	-	-	-	-	-	-	-	-	-
6. Rent and Maintenance	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
7. Purchase/Consumption	-	-	-	-	-	-	-	-	-
8. Utilities	-	-	-	-	-	-	-	-	-
9. Materials	18,000.00	-	18,000.00	-	-	-	18,000.00	-	18,000.00
10. Office	23,000.00	-	23,000.00	-	-	-	23,000.00	-	23,000.00
11. Travel	23,000.00	-	23,000.00	-	-	-	23,000.00	-	23,000.00
12. Discretionary	65,400.00	-	65,400.00	-	-	-	65,400.00	-	65,400.00
13. Services	-	-	-	-	-	-	-	-	-
14. Supplies	18,000.00	-	18,000.00	-	-	-	18,000.00	-	18,000.00
15. Materials	3,100.00	-	3,100.00	-	-	-	3,100.00	-	3,100.00
16. Subscriptions	-	-	-	-	-	-	-	-	-
17. Audit and Legal	-	-	-	-	-	-	-	-	-
18. Insurance	8,000.00	-	8,000.00	-	-	-	8,000.00	-	8,000.00
19. Board Expenses	-	-	-	-	-	-	-	-	-
20. Salaries	-	-	-	-	-	-	-	-	-
21. Marketing/Communications	-	-	-	-	-	-	-	-	-
22. Staff Education and Training	8,000.00	-	8,000.00	-	-	-	8,000.00	-	8,000.00
23. Indirect Cost	-	107,272.00	107,272.00	-	-	-	-	107,272.00	107,272.00
24. Other (specify details mandatory)	-	-	-	-	-	-	-	-	-
TOTAL	1,178,831.72	107,272.00	1,286,103.72	-	-	-	1,178,831.72	107,272.00	1,286,103.72

Indirect As A Percent of Direct 8.7%

Contractor Initials: *[Signature]*  
Date: 5/14/17



Exhibit B-2  
Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 42,128.99	\$ -	\$ 42,128.99	\$ -	\$ -	\$ -	\$ 42,128.99	\$ -	\$ 42,128.99
2. Employee Benefits	\$ 7,818.12	\$ -	\$ 7,818.12	\$ -	\$ -	\$ -	\$ 7,818.12	\$ -	\$ 7,818.12
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 3,066.00	\$ -	\$ 3,066.00	\$ -	\$ -	\$ -	\$ 3,066.00	\$ -	\$ 3,066.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Indirect Cost	\$ -	\$ 4,915.00	\$ 4,915.00	\$ -	\$ -	\$ -	\$ -	\$ 4,915.00	\$ 4,915.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 54,014.11</b>	<b>\$ 4,915.00</b>	<b>\$ 58,929.11</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 54,014.11</b>	<b>\$ 4,915.00</b>	<b>\$ 58,929.11</b>

Indirect As A Percent of Direct

9.1%

Contractor Initials: *BL*

Date: *5/9/17*



Exhibit B-3  
Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2018 to 06/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 695,384.59	\$ -	\$ 695,384.59	\$ -	\$ -	\$ -	\$ 695,384.59	\$ -	\$ 695,384.59
2. Employee Benefits	\$ 295,248.30	\$ -	\$ 295,248.30	\$ -	\$ -	\$ -	\$ 295,248.30	\$ -	\$ 295,248.30
3. Consultants	\$ 24,918.00	\$ -	\$ 24,918.00	\$ -	\$ -	\$ -	\$ 24,918.00	\$ -	\$ 24,918.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
Office	\$ 23,050.00	\$ -	\$ 23,050.00	\$ -	\$ -	\$ -	\$ 23,050.00	\$ -	\$ 23,050.00
6. Travel	\$ 25,200.00	\$ -	\$ 25,200.00	\$ -	\$ -	\$ -	\$ 25,200.00	\$ -	\$ 25,200.00
7. Occupancy	\$ 65,400.00	\$ -	\$ 65,400.00	\$ -	\$ -	\$ -	\$ 65,400.00	\$ -	\$ 65,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 18,700.00	\$ -	\$ 18,700.00	\$ -	\$ -	\$ -	\$ 18,700.00	\$ -	\$ 18,700.00
Postage	\$ 3,298.00	\$ -	\$ 3,298.00	\$ -	\$ -	\$ -	\$ 3,298.00	\$ -	\$ 3,298.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00
12. Indirect Cost	\$ -	\$ 107,108.00	\$ 107,108.00	\$ -	\$ -	\$ -	\$ -	\$ 107,108.00	\$ 107,108.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 1,178,998.89</b>	<b>\$ 107,108.00</b>	<b>\$ 1,284,104.89</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,178,998.89</b>	<b>\$ 107,108.00</b>	<b>\$ 1,284,104.89</b>

Indirect As A Percent of Direct

9.1%

Contractor Initials: DL

Date: 5/9/17



Exhibit B-4  
Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2018 to 06/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 42,409.11	\$ -	\$ 42,409.11	\$ -	\$ -	\$ -	\$ 42,409.11	\$ -	\$ 42,409.11
2. Employee Benefits	\$ 8,050.04	\$ -	\$ 8,050.04	\$ -	\$ -	\$ -	\$ 8,050.04	\$ -	\$ 8,050.04
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ -	\$ -	\$ 205.00	\$ -	\$ 205.00
6. Travel	\$ 2,850.00	\$ -	\$ 2,850.00	\$ -	\$ -	\$ -	\$ 2,850.00	\$ -	\$ 2,850.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Indirect Cost	\$ -	\$ 4,915.00	\$ 4,915.00	\$ -	\$ -	\$ -	\$ -	\$ 4,915.00	\$ 4,915.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 54,014.15</b>	<b>\$ 4,915.00</b>	<b>\$ 58,929.15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 54,014.15</b>	<b>\$ 4,915.00</b>	<b>\$ 58,929.15</b>

Indirect As A Percent of Direct

9.1%

Contractor Initials:

Date: 5/1/17





**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



New Hampshire Department of Health and Human Services  
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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions; issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor; provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Southern New Hampshire Services

May 9-2017  
Date

Donna Lee Lozeau  
Name: Donna Lee Lozeau  
Title: Executive Director

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5/9/17





**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Southern New Hampshire Services

May 9-2017  
Date

  
Name: Donnalee Lozau  
Title: Executive Director

DL  
5/9/17





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*[Signature]*  
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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Southern New Hampshire Services

May 9, 2017  
Date

  
Name: Donna Lee Kozau  
Title: Executive Director

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5/9/17





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials ML

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Rev. 10/21/14

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Date 5/9/17



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

May 9, 2017  
Date

Contractor Name: Southern New Hampshire Services

Donna Lee Lozeau  
Name: Donna Lee Lozeau  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials DL

8/27/14  
Rev. 10/21/14

Page 2 of 2

Date 5/9/17





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Southern New Hampshire Services

May 9 2017  
Date


  
Name: DonnaLee Lozeau  
Title: Executive Director





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.





Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

ML

5/9/17





Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*MC*  
5/9/17





Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

Date

5/9/17





Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.508 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

Date

5/9/17

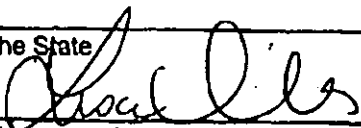


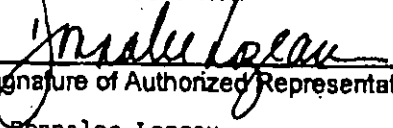



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

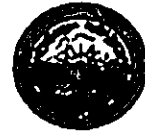
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State  
  
Signature of Authorized Representative  
LISA MORRIS  
Name of Authorized Representative  
Director, DPHS  
Title of Authorized Representative  
5/15/17  
Date

Southern New Hampshire Services  
Name of the Contractor  
  
Signature of Authorized Representative  
Bonnie Lee Lozeau  
Name of Authorized Representative  
Executive Director  
Title of Authorized Representative  
May 9-2017  
Date

  
5/9/17





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Southern New Hampshire Services

May 9, 2017  
Date

  
Name: DonnaLee Lortau  
Title: Executive Director

DL  
5/9/17



As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- NO            X            YES

**If the answer to #2 above is YES, please answer the following:**

- NO                      X YES

**If the answer to #3 above is NO, please answer the following:**

- |             |               |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC and Breastfeeding Peer Counseling Services Contract**

This 4<sup>th</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 63 Community Way, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (item #45), as amended on June 6, 2018 (item #14); April 17, 2019 (item #23); and June 5, 2019 (item #27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.4 Contractor Address, to read:  
63 Community Way  
Keene, NH 03431
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,343,425.
3. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.27, to read:  
2.2.27. The Contractor shall implement and provide ongoing WIC Program remote services.
4. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.28, to read:  
2.2.28. The Contractor shall purchase or procure computer equipment and supplies to implement WIC Program remote services, which includes:
  - 2.2.28.1. Computer laptops and/or tablets that:
    - 2.2.28.1.1. Meet the specifications of the New Hampshire WIC Management Information System and enhancements for Electronic Benefit Transfer;
    - 2.2.28.1.2. Wholly support Windows 10 and accompanying security updates; and
    - 2.2.28.1.3. Are operational no later than September 30, 2020;
  - 2.2.28.2. An SMS/texting notification system; and
  - 2.2.28.3. Mailing supplies.



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



5. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.29, to read:
  - 2.2.29. The Contractor shall enhance its Breastfeeding Peer Counselor Program community outreach and promotion services, in accordance with the USDA Loving Support Model and federal allowable costs, by providing services that include, but are not limited to:
    - 2.2.29.1. In-office breastfeeding education and support.
    - 2.2.29.2. Telephone support.
    - 2.2.29.3. In-hospital support.
    - 2.2.29.4. On-going training for peer counselors.
6. Modify Exhibit A-1, Additional Scope of Services, Section 2. Scope of Services, Subsection 2.1. by adding Paragraph 2.1.4, to read:
  - 2.1.4. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on September 30, 2020.
7. Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:
  1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants and Children; in providing services pursuant to Exhibit A, Scope of Services. The Contractor agrees to provide the services in Exhibit A, Scope of Services and Exhibit A-1, Scope of Services, in compliance with funding requirements.
8. Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:
  2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Scope of Services.
9. Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1, Budget through Exhibit B-5 Budget – Amendment #4, SFY 2021-BFPC Services.
10. Modify Exhibit B-4 Amendment #3, SFY 2021 WIC Budget by replacing in its entirety with Exhibit B-4 Budget – Amendment #4, SFY 2021 WIC Services, which is attached hereto and incorporated by reference herein.
11. Modify Exhibit B-5 Amendment #3, SFY 2021 BFPC Budget, by replacing in its entirety with Exhibit B-5 Budget – Amendment #4, SFY 2021 BFPC Services, which is attached hereto and incorporated by reference herein.



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, July 1, 2021, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire  
Department of Health and Human Services

6/23/2020

Date

Name: Lisa Morris  
Title: Director

Southwestern Community Services, Inc.

6/23/2020

Date

Name: JOHN A MANNING  
Title: CEO

gm  
6/23/2020



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/25/20  
Date

Catherine Pinos  
Name: Catherine Pinos, Attorney  
Title:

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04.

OFFICE OF THE SECRETARY OF STATE

          
Date

          
Name:  
Title:

gm  
6/23/2020



**Exhibit B-4 Budget - Amendment #4  
SFY 2021 WIC Services**

**New Hampshire Department of Health and Human Services**

**Bidder Name: Southwestern Community Services**

**Budget Request for: Women, Infants and Children (WIC)  
(Name of RFP)**

**Budget Period: 7/1/2020 - 6/30/2021**

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 132,330.00	\$ -	\$ 132,330.00	
2. Employee Benefits	\$ 75,398.00	\$ -	\$ 75,398.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 20,300.00	\$ -	\$ 20,300.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 5,800.00	\$ -	\$ 5,800.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00	
7. Occupancy	\$ 22,184.00	\$ -	\$ 22,184.00	
8. Current Expenses	\$ 8,872.00	\$ -	\$ 8,872.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,450.00	\$ -	\$ 1,450.00	
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Indirect Cost	\$ -	\$ 30,767.00	\$ 30,767.00	
Special Project/NWA Travel	\$ 2,000.00	\$ -	\$ 2,000.00	
WIC Forum	\$ 5,000.00	\$ -	\$ 5,000.00	
<b>TOTAL</b>	<b>\$ 285,134.00</b>	<b>\$ 30,767.00</b>	<b>\$ 315,891.00</b>	

Indirect As A Percent of Direct

10.8%

Exhibit B-4 Budget - Amendment #4  
Southwestern Community Services, Inc.  
RFP-2018-DPHS-11-SPECI-04-A04

Contractor Initials

Date

*Jm*  
6/23/2020



**Exhibit B-5 Budget - Amendment #4  
SFY 2021 BFPC Services**

**Now Hampshire Department of Health and Human Services**

Bidder Name: Southwestern Community Services, Inc.

Budget Request for: Breast Feeding Peer Counseling  
(Name of RFP)

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 13,519.00	\$ -	\$ 13,519.00	
2. Employee Benefits	\$ 1,819.00	\$ -	\$ 1,819.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Special Breastfeeding Project	\$ 3,518.00	\$ -	\$ 3,518.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 18,858.00</b>	<b>\$ -</b>	<b>\$ 18,858.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-5 Budget - Amendment #4  
Southwestern Community Services, Inc.  
RFP-2018-DPHS-11-SPECI-04-A04

Contractor Initials

Date

*SM*  
6/23/2020



# State of New Hampshire

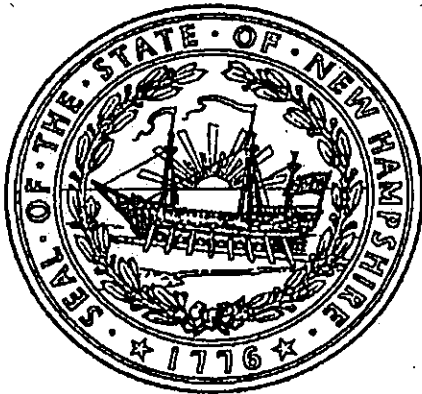
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514

Certificate Number: 0004894084



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



## CERTIFICATE OF AUTHORITY

I, Kevin Watterson, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community Services, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 18, 2016, at which a quorum of the Directors/shareholders were present and voting.

(Date)

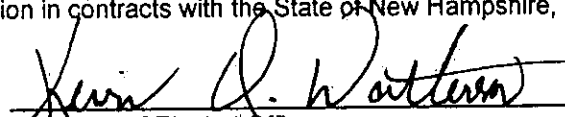
**VOTED:** That John A. Manning (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/11/2020

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Kevin Watterson  
Title: Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 603-352-2121 FAX (A/C No): 603-357-8491 E-MAIL ADDRESS: csr24admin@clark-mortenson.com	
<b>INSURED</b> Southwestern Community Services Inc PO Box 603 Keene NH 03431		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Philadelphia Insurance Company NAIC: 0	
		INSURER B: Maine Employer Mutual Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER: 1771028441

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2000692	6/30/2020	6/30/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2000704	6/30/2020	6/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB881876	6/30/2020	6/30/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3102800766	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$600,000 E.L. DISEASE - EA EMPLOYEE \$600,000 E.L. DISEASE - POLICY LIMIT \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation laws apply for the state of: NH  
All Officers are included

## CERTIFICATE HOLDER

## CANCELLATION

Department of Health & Human Services  
Bureau of Contracts & Procurement Unit  
129 Pleasant Street  
Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Southwestern Community Services

People helping people in Cheshire and Sullivan Counties since 1965

### Mission Statement

SCS strives to empower low income people and families. With dignity and respect, SCS will provide assistance, reduce stressors, and advocate for such persons and households as they and their families lift themselves toward self-sufficiency.

In partnership and close collaboration with local communities, SCS will provide leadership and support to develop additional resources, programs and services to further aid this population.

### Vision Statement

SCS seeks to *create* and *support* a climate within the communities of southwestern New Hampshire wherein *poverty is never accepted* as a chronic or permanent condition of any person's life.

63 Community Way  
PO Box 603  
Keene, NH 03431  
Phone: (603) 352-7512  
Fax: (603) 352-3618



Call Toll Free: (800) 529-0005  
TTY-NH: (800) 735-2964

96-102 Main Street  
PO Box 1338  
Claremont, NH 03743  
Phone: (603) 542-9528  
Fax: (603) 542-3140



*Financial Statements*

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**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**AND RELATED COMPANIES**

**FOR THE YEARS ENDED  
MAY 31, 2019 AND 2018  
AND  
INDEPENDENT AUDITORS' REPORTS**



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2019 AND 2018**

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To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2019 and 2018, and the related consolidated statements of cash flows, functional expenses, and notes to the consolidated financial statements for the years then ended, and the related consolidated statement of activities for the year ended May 31, 2019.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Southwestern Community Services, Inc. and related companies' 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 17, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedules of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the Schedules of Functional Revenues and Expenses, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated November 5, 2019, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

*Leon, Mc Donnell : Roberts*  
*Professional Association*

November 5, 2019  
Wolfeboro, New Hampshire



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES****CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
MAY 31, 2019 AND 2018****ASSETS**

	<u>2019</u>	<u>2018</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 882,187	\$ 1,086,895
Accounts receivable	1,245,826	1,059,922
Prepaid expenses	51,722	35,019
Notes receivable	112,000	112,000
Interest receivable	45,547	45,547
Total current assets	<u>2,337,282</u>	<u>2,339,383</u>
<b>PROPERTY</b>		
Land and buildings	19,188,791	14,438,178
Vehicles and equipment	554,976	549,305
Furniture and fixtures	220,291	39,617
Total property	<u>19,964,058</u>	<u>15,027,100</u>
Less accumulated depreciation	<u>7,938,217</u>	<u>4,880,952</u>
Property, net	<u>12,025,841</u>	<u>10,146,148</u>
<b>OTHER ASSETS</b>		
Investment in related parties	198,728	88,706
Due from related parties	59,102	188,523
Cash escrow and reserve funds	849,334	517,853
Security deposits	62,996	51,996
Other assets	384	384
Total other assets	<u>1,170,544</u>	<u>847,462</u>
Total assets	<u>\$ 15,533,667</u>	<u>\$ 13,332,993</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 391,613	\$ 124,085
Accrued expenses	119,620	206,178
Accrued payroll and payroll taxes	233,900	250,692
Other current liabilities	138,740	135,573
Refundable advances	180,994	193,931
Interest payable	49,547	-
Current portion of long term debt	<u>227,221</u>	<u>216,438</u>
Total current liabilities	<u>1,341,635</u>	<u>1,126,897</u>
<b>NONCURRENT LIABILITIES</b>		
Long term debt, less current portion shown above	<u>9,088,445</u>	<u>8,273,983</u>
Total liabilities	<u>10,428,080</u>	<u>9,400,880</u>
<b>NET ASSETS</b>		
Without donor restrictions	4,922,671	3,787,422
With donor restrictions	<u>182,916</u>	<u>144,691</u>
Total net assets	<u>5,105,587</u>	<u>3,932,113</u>
Total liabilities and net assets	<u>\$ 15,533,667</u>	<u>\$ 13,332,993</u>

See Notes to Consolidated Financial Statements



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED MAY 31, 2019  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>	<u>2018 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Government contracts	\$ 10,672,702	\$ -	\$ 10,672,702	\$ 11,055,093
Program service fees	2,485,405	-	2,485,405	1,868,188
Rental income	995,380	-	995,380	801,642
Developer fee income	-	-	-	50,000
Support	326,558	125,833	452,391	509,229
Sponsorship	70,893	-	70,893	105,286
Interest income	7,153	-	7,153	8,959
Forgiveness of debt	388,849	-	388,849	75,971
Miscellaneous	120,697	-	120,697	100,772
In-kind contributions	241,499	-	241,499	161,852
Total revenues and other support	15,309,136	125,833	15,434,969	14,736,992
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>87,608</u>	<u>(87,608)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>15,396,744</u>	<u>38,225</u>	<u>15,434,969</u>	<u>14,736,992</u>
<b>EXPENSES</b>				
<b>Program services</b>				
Home energy programs	5,238,483	-	5,238,483	4,847,201
Education and nutrition	2,659,830	-	2,659,830	2,530,152
Homeless programs	1,994,872	-	1,994,872	2,172,388
Housing services	2,319,865	-	2,319,865	2,048,214
Economic development services	721,370	-	721,370	728,119
Other programs	894,986	-	894,986	945,391
Total program services	13,829,406	-	13,829,406	13,271,465
<b>Supporting activities</b>				
Management and general	1,880,406	-	1,880,406	1,749,700
Total expenses	<u>15,709,812</u>	<u>-</u>	<u>15,709,812</u>	<u>15,021,165</u>
<b>CHANGES IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY</b>	<u>(313,068)</u>	<u>38,225</u>	<u>(274,843)</u>	<u>(284,173)</u>
<b>LOSS ON SALE OF PROPERTY</b>	<u>(6,481)</u>	<u>-</u>	<u>(6,481)</u>	<u>(4,583)</u>
<b>GAIN (LOSS) ON INVESTMENT IN LIMITED PARTNERSHIPS</b>	<u>18,116</u>	<u>-</u>	<u>18,116</u>	<u>(188)</u>
<b>CHANGE IN NET ASSETS</b>	<u>(301,433)</u>	<u>38,225</u>	<u>(263,208)</u>	<u>(288,944)</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,787,422</u>	<u>144,691</u>	<u>3,932,113</u>	<u>3,397,772</u>
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP</b>	<u>1,436,682</u>	<u>-</u>	<u>1,436,682</u>	<u>823,285</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 4,922,671</u>	<u>\$ 182,916</u>	<u>\$ 5,105,587</u>	<u>\$ 3,932,113</u>

See Notes to Consolidated Financial Statements



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED MAY 31, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (263,208)	\$ (288,944)
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	580,115	467,929
Loss on sale of property	6,481	4,583
(Gain) loss on investment in limited partnerships	(18,116)	188
Forgiveness of debt	(388,849)	(75,971)
(Increase) decrease in assets:		
Accounts receivable	(185,904)	265,199
Prepaid expenses	5,509	(3,439)
Interest receivable	-	(4,480)
Due from related parties	44,240	66,149
Security deposits	5,151	(2,623)
Increase (decrease) in liabilities:		
Accounts payable	145,829	(53,220)
Accrued expenses	(106,905)	(38,863)
Accrued payroll and payroll taxes	(16,792)	9,657
Other current liabilities	3,187	(13,125)
Refundable advances	(12,937)	(44,414)
Interest payable	49,547	-
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<u>(152,672)</u>	<u>288,626</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
(Increase) decrease in escrow funds	(33,568)	5,846
Proceeds from sale of property	215,000	-
Purchase of property	(139,717)	(142,791)
<b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>	<u>41,715</u>	<u>(136,945)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from long term debt	40,048	76,143
Repayment of long term debt	(160,029)	(112,612)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(119,981)</u>	<u>(36,469)</u>
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	<u>(230,938)</u>	<u>115,212</u>
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>1,086,895</u>	<u>947,176</u>
<b>CASH TRANSFERRED FROM LIMITED PARTNERSHIP</b>	<u>26,230</u>	<u>24,508</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 882,187</u>	<u>\$ 1,086,895</u>

See Notes to Consolidated Financial Statements



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)  
FOR THE YEARS ENDED MAY 31, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 203,408</u>	<u>\$ 142,467</u>
<b>SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Transfer of assets from newly consolidated LP:		
Prepaid expenses	\$ (22,212)	\$ (12,328)
Land and buildings	(2,373,335)	(894,504)
Furniture and fixtures	(168,237)	(96,338)
Cash escrow and reserve funds	(297,913)	(164,110)
Security deposits	<u>(16,151)</u>	<u>(11,467)</u>
Total transfer of assets from newly consolidated LP	<u>\$ (2,877,848)</u>	<u>\$ (1,178,747)</u>
Transfer of liabilities from newly consolidated LP:		
Accounts payable	\$ 121,699	\$ 10,810
Accrued expenses	20,347	11,199
Due to related parties	85,181	-
Long term debt	<u>1,332,075</u>	<u>304,073</u>
Total transfer of liabilities from newly consolidated LP	<u>\$ 1,559,302</u>	<u>\$ 326,082</u>
Total partners' capital from newly consolidated LP	<u>\$ 1,344,776</u>	<u>\$ 877,173</u>
Partners' capital previously recorded as investment in related parties	<u>91,906</u>	<u>(53,888)</u>
Total transfer of partners' capital from newly consolidated LP	<u>\$ 1,436,682</u>	<u>\$ 823,285</u>

See Notes to Consolidated Financial Statements



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED MAY 31, 2019**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2019 Total
Payroll	\$ 432,968	\$ 1,224,966	\$ 377,565	\$ 775,425	\$ 414,730	\$ 432,828	\$ 3,658,530	\$ 753,068	\$ 4,411,598
Payroll taxes	33,521	97,919	29,527	59,738	33,519	34,195	288,419	58,304	346,723
Employee benefits	106,054	415,890	142,654	289,985	97,771	180,294	1,232,848	111,111	1,343,759
Retirement	29,200	70,406	18,908	61,936	27,831	16,181	224,482	71,547	296,009
Advertising	-	500	1,912	4,013	818	9,487	16,730	-	18,730
Bank charges	-	-	-	4,444	-	1	4,445	7,329	11,774
Bad debt expense	-	10	-	90	-	-	100	-	100
Computer cost	-	24,540	4,759	3,027	14,825	750	48,002	118,848	184,848
Contractual	629,045	32,930	230,984	38,666	2,719	118,585	1,050,959	39,743	1,090,702
Depreciation	-	28,300	108,291	281,950	-	14,207	432,748	147,367	580,115
Dues/registration	-	5,277	-	488	868	1,312	7,945	11,879	19,824
Duplicating	-	8,852	-	-	-	-	8,852	4,155	13,007
Insurance	8,714	14,798	23,590	60,672	14,130	7,164	127,068	33,892	160,960
Interest	-	7,775	8,022	21,956	-	1,610	39,363	164,045	203,408
Meeting and conference	8,673	813	2,567	8,104	565	22,569	43,291	24,957	68,248
Miscellaneous expense	181	1,695	637	34,793	3,651	2,931	43,888	19,278	63,166
Miscellaneous taxes	-	-	-	34,900	-	-	34,900	389	35,289
Equipment purchases	1,292	15,274	-	7,287	-	-	23,853	1,180	25,033
Office expense	24,820	8,499	6,695	11,475	8,458	807	58,754	11,658	70,410
Postage	97	268	138	53	214	-	770	24,238	25,008
Professional fees	4,300	-	1,301	38,065	-	-	41,896	90,968	132,864
Staff development and training	2,128	1,580	1,678	72	1,904	21,877	29,239	10,590	39,829
Subscriptions	-	-	-	655	354	-	1,009	399	1,408
Telephone	2,067	2,356	18,479	17,817	2,336	1,589	44,664	52,308	96,972
Travel	7,951	18,256	15,412	5,183	29,531	608	74,941	4,853	79,796
Vehicle	2,300	5,225	1,088	37,795	44,426	8,568	89,402	13,436	112,838
Rent	-	24,800	-	150	-	-	24,950	-	24,950
Space costs	-	194,946	332,351	512,392	1,000	376	1,041,065	106,868	1,147,931
Direct client assistance	3,947,152	214,438	668,284	10,674	23,619	21,049	4,885,214	-	4,885,214
In-kind expenses	-	241,499	-	-	-	-	241,499	-	241,499
<b>TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION</b>	<b>5,238,483</b>	<b>2,659,830</b>	<b>1,994,872</b>	<b>2,319,865</b>	<b>721,370</b>	<b>894,886</b>	<b>13,829,406</b>	<b>1,880,406</b>	<b>15,709,812</b>
Allocation of management and general expenses	<u>712,284</u>	<u>361,661</u>	<u>271,246</u>	<u>315,436</u>	<u>68,086</u>	<u>121,693</u>	<u>1,680,406</u>	<u>(1,680,406)</u>	<u>-</u>
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 5,950,767</b>	<b>\$ 3,021,491</b>	<b>\$ 2,266,118</b>	<b>\$ 2,635,301</b>	<b>\$ 819,456</b>	<b>\$ 1,016,579</b>	<b>\$ 15,709,812</b>	<b>\$ -</b>	<b>\$ 15,709,812</b>

See Notes to Consolidated Financial Statements



**SOUTHWESTERN COMMUNITY SERVICES, INC.**

**CONSOLIDATED SCHEDULE OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED MAY 31, 2018**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2018 Total
Payroll	\$ 398,452	\$ 1,208,631	\$ 435,538	\$ 771,028	\$ 405,189	\$ 439,358	\$ 3,658,196	\$ 774,486	\$ 4,432,662
Payroll taxes	31,590	99,882	34,153	56,803	30,416	36,918	289,771	60,913	350,684
Employee benefits	122,782	453,204	146,394	278,393	87,744	187,020	1,275,517	54,590	1,330,107
Retirement	24,980	80,878	21,031	84,244	19,200	17,448	216,821	73,145	289,966
Advertising	-	142	1,897	4,160	2,114	18,172	24,491	-	24,491
Bank charges	15	-	120	3,834	-	-	3,969	9,079	13,048
Computer cost	-	9,183	4,300	14,144	14,298	3,500	45,427	62,052	107,479
Contractual	518,340	52,463	242,935	20,362	2,718	109,718	946,536	14,921	961,457
Depreciation	-	28,300	108,291	187,840	-	16,131	320,562	147,387	467,929
Dues/registration	-	8,036	-	343	988	-	8,364	10,175	18,539
Duplicating	1,584	8,148	-	-	-	-	9,732	4,321	14,053
Insurance	5,909	13,361	23,653	52,287	14,610	6,243	116,063	38,380	154,448
Interest	-	8,658	7,759	6,997	-	2,554	25,968	116,501	142,467
Meeting and conference	3,961	58	9,293	7,177	600	19,305	40,394	35,924	76,318
Miscellaneous expense	909	971	2,303	18,096	4,442	18,500	45,681	13,182	59,063
Miscellaneous taxes	-	-	-	26,381	-	-	26,381	986	27,367
Equipment purchases	4,670	24,320	80	12,348	-	-	41,418	2,305	43,723
Office expense	34,413	12,613	8,440	14,506	12,042	4,076	68,090	20,402	106,492
Postage	132	274	182	31	348	50	1,017	22,918	23,935
Professional fees	4,890	-	1,875	15,879	-	-	22,644	63,766	106,410
Staff development and training	1,430	23,724	2,624	8,287	5,875	28,044	69,784	2,943	72,727
Subscriptions	-	-	28	87	-	-	115	1,329	1,444
Telephone	2,088	15,297	19,881	14,589	2,435	3,239	57,307	56,576	113,883
Travel	5,335	20,013	20,312	5,195	29,509	2,000	82,364	3,508	85,873
Vehicle	2,140	2,510	712	31,826	45,200	9,201	91,589	10,881	102,570
Rent	-	25,201	-	-	-	-	25,201	-	25,201
Space costs	148	140,213	258,849	438,344	-	1,009	836,563	128,966	965,529
Direct client assistance	3,683,486	145,220	823,938	14,447	60,531	23,843	4,741,445	-	4,741,445
In-kind expenses	-	181,852	-	-	-	-	181,852	-	181,852
<b>TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION</b>	<b>4,847,201</b>	<b>2,530,152</b>	<b>2,172,388</b>	<b>2,048,214</b>	<b>728,119</b>	<b>945,391</b>	<b>13,271,465</b>	<b>1,749,700</b>	<b>15,021,165</b>
Allocation of management and general expenses	<u>639,051</u>	<u>333,573</u>	<u>286,407</u>	<u>270,035</u>	<u>95,895</u>	<u>124,639</u>	<u>1,749,700</u>	<u>(1,749,700)</u>	<u>-</u>
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 5,486,252</b>	<b>\$ 2,863,725</b>	<b>\$ 2,458,795</b>	<b>\$ 2,318,249</b>	<b>\$ 824,114</b>	<b>\$ 1,070,030</b>	<b>\$ 15,021,165</b>	<b>\$ -</b>	<b>\$ 15,021,165</b>

See Notes to Consolidated Financial Statements



## **SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2019 AND 2018**

#### **NOTE 1      ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **General**

Southwestern Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

##### **Principles of Consolidation**

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Jaffrey Housing Associates, Limited Partnership (Jaffrey) – Sold 2/1/19
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)  
Consolidation began 8/16/17
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)  
Consolidation began 6/30/18
- Snow Brook Meadow Village Housing Associates, Limited Partnership  
(Snow Brook) Consolidation began 5/01/19



### **Basis of Accounting**

The consolidated financial statements of Southwestern Community Services, Inc. and related companies have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

### **Basis of Presentation**

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's Board of Directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of May 31, 2019 and 2018, the Organization had net assets without donor restrictions and with donor restrictions.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2018 from which the summarized information was derived.

### **Refundable Advances**

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

### **In-Kind Support**

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.



### **Estimates**

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Cash and Cash Equivalents**

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2019 and 2018. The Organization has no policy for charging interest on overdue accounts.

### **Notes Receivable**

The Organization has two notes receivable from an unrelated third party. The notes receivables are stated at the amount that is expected to be collected at year end. Interest is accrued at a rate of 4% annually. The balance of the notes receivable and related interest receivable was \$112,000 and \$45,547, respectively, at May 31, 2019 and 2018.

### **Current Vulnerability Due to Certain Concentrations**

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2019 and 2018, approximately 68% and 75%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the organization is dependent upon continued support from the government.

### **Concentration of Credit Risk**

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.



### **Property and Depreciation**

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than \$5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2019 and 2018 totaled \$580,115 and \$467,929, respectively.

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Revenue Recognition**

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

### **Income Taxes**

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from Income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards totaling \$1,012,604 and \$915,425 at May 31, 2019 and 2018, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling \$579 and \$607 at May 31, 2019 and 2018, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022.



The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Tax benefit from loss carryforwards	\$212,768	\$137,408
Valuation allowance	<u>(212,768)</u>	<u>(137,408)</u>
Deferred tax asset	\$ <u>          </u> -	\$ <u>          </u> -

Drewsville, Jaffrey, Troy Senior, Winchester, Keene East Side, Swanzey, and Snow Brook are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years (tax years ending May 31, 2017 – 2019), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

#### **Fair Value of Financial Instruments**

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

**Level 1** – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

**Level 2** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.



**Level 3** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

#### **New Accounting Pronouncement**

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

#### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 11.96% effective from June 1, 2017 through May 31, 2020.

#### **NOTE 2      BANK LINE OF CREDIT**

The Organization has a \$250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate. The line is secured by all the Organization's assets. As of May 31, 2019 and 2018, the interest rate was 5.50% and 4.75%, respectively. There was no outstanding balance at May 31, 2019 and 2018.



**NOTE 3****LONG TERM DEBT**

The long term debt at May 31, 2019 and 2018 consisted of the following:

	<u>2019</u>	<u>2018</u>
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization (NHHFA, 96 Main Street).	\$ 145,647	\$ 154,832
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	31,589	32,147
5.5% note payable to a bank in monthly installments for principal and interest of \$978 through March 2021. The note is secured by real estate of the Organization (People's United Bank, Ashuelot).	20,672	31,143
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 17 Pearl).	244,505	244,505
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 41-43 Central).	376,363	376,363
4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2019 and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are \$1,957. The note is secured by real estate of the Organization (People's United Bank, Milestones).	146,515	162,223



	<u>2019</u>	<u>2018</u>
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of \$11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,212,288	2,247,266
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2019 and is classified as current. The note is secured by real estate of the Organization (MEDC, Keene Office/Community Way).	63,000	63,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2019 and is classified as current. The note is secured by real estate of the Organization (MEDC, Keene Office/Community Way).	45,000	45,000
Note payable to a bank in monthly installments for principal and interest of \$2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% and 4.07% at May 31, 2019 and 2018, respectively. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	401,891	414,567
5.19% note payable to a bank in monthly installments for principal and interest of \$889 through May 2021. The note is secured by real estate of the Organization (TD Bank, 45 Central Street).	94,733	100,254



	<u>2019</u>	<u>2018</u>
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	125,000	150,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	75,000	90,000
Non-interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHHFA, Second Chance).	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	344,536	363,677
6.99% note payable to a finance company in monthly installments for principal and interest of \$652 through June 2019. The note is secured by a vehicle (TCF, Econoline Van).	1,293	8,741
5.54% note payable to a finance company in monthly installments for principal and interest of \$543 through August 2022. The note is secured by a vehicle (Ally, Econoline Van).	19,287	24,564



	<u>2019</u>	<u>2018</u>
Jaffrey - 30-year deferred note payable to the Town of Jaffrey, New Hampshire. Payment of principal and accrued interest at 1% were deferred until the note matures in June 2027. The note was secured by land and buildings. The balance included cumulative accrued interest of \$53,651 (CDBG). Jaffrey was sold during the year ended May 31, 2019 and the balance was forgiven.	-	303,651
Jaffrey - 6% note payable to a bank in monthly installments for principal and interest of \$485 through August 2027. The note was secured by land and buildings (TD Bank). Jaffrey was sold during the year ended May 31, 2019 and this note was paid in full.	-	41,099
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	140,210	140,210
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	185,899	178,172



	<u>2019</u>	<u>2018</u>
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	228,934	228,934
Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	282,720	-
Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of \$1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	377,110	-
Snow Brook - Non-recourse, mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of \$2,002 including interest at 4.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	446,561	-
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	237,173	-



	<u>2019</u>	<u>2018</u>
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of \$370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	50,436	53,826
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHHFA).	92,058	92,058
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	<u>150,000</u>	<u>150,000</u>
Total long-term debt before unamortized deferred financing costs	9,332,609	8,490,421
Unamortized deferred financing costs	<u>(18,943)</u>	<u>-</u>
	9,313,666	8,490,421
Less current portion due within one year	<u>227,221</u>	<u>216,438</u>
	<u>\$ 9,086,445</u>	<u>\$ 8,273,983</u>

The schedule of maturities of long term debt at May 31, 2019 is as follows:

<u>Year Ending</u>	<u>Amount</u>
<u>May 31</u>	
2020	\$ 227,221
2021	121,051
2022	115,864
2023	115,596
2024	118,605
Thereafter	<u>8,634,272</u>
Total	<u>\$ 9,332,609</u>



**NOTE 4      OPERATING LEASES**

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2024. Monthly lease payments range from \$60 to \$3,625. Lease expense for the years ended May 31, 2019 and 2018 totaled \$144,880 and \$136,963 respectively.

Future minimum payments as of May 31, 2019 on the above leases are as follows:

<b>Year Ending</b>	<b>Amount</b>
<b><u>May 31</u></b>	
2020	\$ 78,745
2021	21,677
2022	18,318
2023	1,050
2024	720
Thereafter	<u>120</u>
<b>Total</b>	<b><u>\$ 120,630</u></b>

**NOTE 5      ACCRUED COMPENSATED BALANCES**

At May 31, 2019 and 2018, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$131,864 and \$130,140, respectively.

**NOTE 6      CONTINGENCIES**

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of ten limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$14,151,000 and \$15,553,000 at May 31, 2019 and 2018, respectively.

Partnership real estate with a cost basis of approximately \$35,831,000 and \$41,158,000 at May 31, 2019 and 2018, respectively, provides collateral on these loans.



The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2019 and 2018.

**NOTE 7**      **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2019 and 2018, SCS Housing, Inc. managed ten limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$313,466 and \$322,973, for the years ended May 31, 2019 and 2018, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amounts due and expected to be collected from the limited partnerships and related entities totaled \$59,102 and \$188,523, respectively, at May 31, 2019 and 2018.

**NOTE 8**      **EQUITY INVESTMENT**

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	<u>2019</u>	<u>2018</u>
Cityside Housing Associates, LP	\$ (9,500)	\$ (9,492)
Marlborough Homes, LP	(11)	8
Payson Village Senior Housing Associates, LP	(12,503)	(12,491)
Railroad Square Senior Housing Associates, LP	(1,897)	(1,715)
Warwick Meadows Housing Associates, LP	(21)	(17)
Woodcrest Drive Housing Associates, LP	222,842	222,846
Westmill Senior Housing, LP	78	90
Swanzey Township Housing Associates, LP	-	(31,190)
Snow Brook Meadow Village Housing Associates, LP	-	(60,716)
Keene Highland Housing Associates, LP	(260)	(243)
Pilot Health, LLC	-	(18,374)
	<u>\$ 198,728</u>	<u>\$ 88,706</u>



SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, and Woodcrest Drive Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner in Westmill Senior Housing, LP during the years ended May 31, 2019 and 2018.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2019 and 2018.

The remaining 99.99% ownership interest in Swanzey Township Housing Associates, LP and Snow Brook Meadow Village Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2019 (see Note 12), and therefore the limited partnership is included in the consolidated financial statements for the year ended May 31, 2019. The remaining 99.99% ownership interest in Winchester Senior Housing Associates, LP was acquired by Southwestern Community Service, Inc. during the year ended May 31, 2018 (see Note 12), and therefore the limited partnership is included in the consolidated financial statements for the year ended May 31, 2019 and 2018.

Southwestern Community Services, Inc. was a 14.3% member of Pilot Health, LLC during the year ended May 31, 2018. Pilot Health was terminated during the year ended May 31, 2019.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2019 and 2018, consists of the following:

	<u>2019</u>	<u>2018</u>
Total assets	<u>\$ 5,745</u>	<u>\$ 32,782</u>
Total liabilities	2,454	47,461
Capital/Member's equity	<u>3,291</u>	<u>(14,679)</u>
	<u>\$ 5,745</u>	<u>\$ 32,782</u>
Income	\$ 426	\$ 84,713
Expenses	<u>661</u>	<u>81,478</u>
Net income (loss)	<u>\$ (235)</u>	<u>\$ 3,235</u>



**NOTE 9      RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled \$296,009 and \$289,969 for the years ended May 31, 2019 and 2018, respectively.

**NOTE 10      RESTRICTIONS ON NET ASSETS**

Net assets with donor restrictions are available for the following purposes:

	<u>2019</u>	<u>2018</u>
NNECAC – Annual Conference Fund	\$ 5,973	\$ 21,327
Stand Down	-	4,963
GAPS/Warm Fund	91,908	118,401
Transport	47,260	-
HS Parents Association	6,575	-
EHS	<u>31,200</u>	<u>-</u>
Total net assets with donor restrictions	<u>\$ 182,916</u>	<u>\$ 144,691</u>

**NOTE 11      FORGIVENESS OF DEBT**

During the year ended May 31, 2019, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled \$388,849 for the year ended May 31, 2019.

During the year ended May 31, 2018, the Organization realized forgiveness of debt income in connection with notes payable to the County of Cheshire, HUD and New Hampshire Housing. Forgiveness of debt income totaled \$75,971 for the year ended May 31, 2018.



**NOTE 12      TRANSFER OF PARTNERSHIP INTEREST**

During the years ended May 31, 2019 and 2018, Southwestern Community Services, Inc. acquired a partnership interest in three low-income housing limited partnerships: Winchester, Swanzey and Snow Brook. The amount paid for the partnership interest in Winchester, Swanzey and Snow Brook was \$1 each, and at the time of acquisition, Southwestern Community Services, Inc. became the general partner. The following is a summary of the assets and liabilities of the partnership at the date of acquisition:

	<u>2018</u>	<u>2019</u>	
	<u>Winchester</u>	<u>Swanzey</u>	<u>Snow Brook</u>
Date of Transfer	08/16/2017	06/30/2018	05/01/2019
Cash	\$ 24,508	\$ 12,856	\$13,374
Security deposits	11,467	7,330	8,821
Cash reserves	164,110	119,061	178,852
Property, net	990,842	1,330,231	1,211,341
Other assets	<u>12,328</u>	<u>6,436</u>	<u>15,776</u>
Total assets	<u>1,203,255</u>	<u>1,475,914</u>	<u>1,428,164</u>
Notes payable	304,073	666,902	665,173
Other Liabilities	<u>22,009</u>	<u>87,108</u>	<u>140,119</u>
Total liabilities	<u>326,082</u>	<u>754,010</u>	<u>805,292</u>
Partners' capital	877,173	721,904	622,872
Partners' capital previously recorded as an investment in related parties	<u>(53,888)</u>	<u>31,190</u>	<u>60,716</u>
Partners' capital transferred	<u>\$ 823,285</u>	<u>\$ 753,094</u>	<u>\$ 683,588</u>



**NOTE 13**     **AVAILABILITY AND LIQUIDITY**

The following represents Southwestern Community Services' financial assets as of May 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 882,187	\$ 1,086,895
Accounts receivable	1,245,826	1,095,486
Due from related party	59,102	188,523
Notes receivable	112,000	112,000
Interest receivable	45,547	45,547
Cash escrow and reserve funds	<u>849,334</u>	<u>517,853</u>
Total financial assets	<u>3,193,996</u>	<u>3,046,304</u>
Less amounts not available to be used within one year:		
Due from related party	(59,102)	(188,523)
Notes receivable	(112,000)	(112,000)
Interest receivable	(45,547)	(45,547)
Reserve funds	<u>(729,486)</u>	<u>(444,980)</u>
Total amounts not available within one year	<u>(946,135)</u>	<u>(791,050)</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 2,247,861</u>	<u>\$ 2,255,254</u>

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately \$1,224,000 and \$1,183,000 at May 31, 2019 and 2018, respectively. The Organization has a \$250,000 line of credit available to meet cash flow needs.

**NOTE 14**     **RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**NOTE 15**     **SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 5, 2019, the date the financial statements were available to be issued.



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES**  
**FOR THE YEAR ENDED MAY 31, 2019**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2019 Total
<b>REVENUES</b>									
Government contracts	\$ 4,846,587	\$ 2,853,470	\$ 1,807,684	\$ 53,038	\$ 734,566	\$ 148,424	\$ 10,243,789	\$ 428,933	\$ 10,672,702
Program service fees	572,421	-	74,144	987,150	24,700	772,978	2,441,391	44,014	2,485,405
Rental income	-	-	84,704	909,278	-	1,400	995,380	-	995,380
Developer fee income	-	-	-	-	-	-	-	-	-
Support	12,751	16,848	123,635	-	168,704	130,453	452,391	-	452,391
Sponsorship	-	2,713	1,104	-	-	66,814	70,631	262	70,893
Interest income	12	-	2,183	3,211	13	21	5,440	1,713	7,153
Forgiveness of debt	-	-	59,141	329,708	-	-	388,849	-	388,849
Miscellaneous	2,770	10,389	4,844	89,893	25,148	-	113,042	7,855	120,697
In-kind contributions	-	241,499	-	-	-	-	241,499	-	241,499
<b>Total revenues and other support</b>	<b>\$ 5,434,541</b>	<b>\$ 3,124,819</b>	<b>\$ 1,957,439</b>	<b>\$ 2,392,278</b>	<b>\$ 853,129</b>	<b>\$ 1,120,088</b>	<b>\$ 14,852,392</b>	<b>\$ 482,577</b>	<b>\$ 15,434,969</b>
<b>EXPENSES</b>									
Payroll	\$ 432,968	\$ 1,224,888	\$ 377,595	\$ 775,425	\$ 414,730	\$ 432,828	\$ 3,658,530	\$ 753,068	\$ 4,411,598
Payroll taxes	33,521	97,919	29,527	59,738	33,519	34,186	288,419	58,304	346,723
Employee benefits	108,054	415,890	142,854	289,985	97,771	180,294	1,232,648	111,111	1,343,759
Retirement	29,200	70,406	18,908	81,936	27,831	18,181	224,462	71,547	296,009
Advertising	-	500	1,912	4,013	818	9,487	16,730	-	16,730
Bank charges	-	-	-	4,444	-	1	4,445	7,329	11,774
Bad debt	-	10	-	90	-	-	100	-	100
Computer cost	-	24,540	4,739	3,027	14,928	750	48,002	118,848	164,848
Contractual	629,045	32,930	230,884	38,696	2,719	116,585	1,050,959	39,743	1,090,702
Depreciation	-	28,300	108,291	281,950	-	14,207	432,748	147,387	580,115
Dues/registration	-	5,277	-	488	868	1,312	7,945	11,879	19,824
Duplicating	-	8,852	-	-	-	-	8,852	4,155	13,007
Insurance	6,714	14,788	23,590	60,872	14,130	7,184	127,068	33,882	160,960
Interest	-	7,775	8,022	21,958	-	1,810	39,363	184,045	203,408
Meeting and conference	8,673	813	2,587	8,104	565	22,569	43,291	24,957	68,248
Miscellaneous expense	181	1,695	637	34,783	3,651	2,931	43,688	19,278	63,186
Miscellaneous taxes	-	-	-	34,900	-	-	34,900	389	35,289
Equipment purchases	1,292	15,274	-	7,287	-	-	23,853	1,180	25,033
Office expense	24,820	8,489	8,895	11,475	6,458	807	58,754	11,856	70,410
Postage	97	288	138	53	214	-	770	24,238	25,008
Professional fees	4,300	-	1,301	36,095	-	-	41,696	90,968	132,664
Staff development and training	2,128	1,580	1,678	72	1,904	21,877	29,239	10,590	39,829
Subscriptions	-	-	-	655	354	-	1,009	389	1,408
Telephone	2,087	2,358	18,479	17,817	2,338	1,589	44,684	52,306	96,972
Travel	7,951	16,256	15,412	5,183	29,531	606	74,941	4,855	79,796
Vehicle	2,300	5,225	1,088	37,795	44,426	6,568	89,402	13,436	112,838
Rent	-	24,800	-	150	-	-	24,950	-	24,950
Space costs	-	194,946	332,351	512,392	1,000	378	1,041,065	106,868	1,147,831
Direct client assistance	3,947,152	214,436	668,284	10,874	23,619	21,049	4,885,214	-	4,885,214
In-kind expenses	-	241,499	-	-	-	-	241,499	-	241,499
<b>TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION</b>	<b>5,238,433</b>	<b>2,659,830</b>	<b>1,994,872</b>	<b>2,319,885</b>	<b>721,370</b>	<b>694,986</b>	<b>13,829,406</b>	<b>1,880,406</b>	<b>15,709,812</b>
Allocation of management and general expenses:	712,284	361,661	271,246	315,436	98,086	121,693	1,880,406	(1,880,406)	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 5,950,787</b>	<b>\$ 3,021,491</b>	<b>\$ 2,266,118</b>	<b>\$ 2,635,301</b>	<b>\$ 819,456</b>	<b>\$ 1,016,679</b>	<b>\$ 15,709,812</b>	<b>\$ -</b>	<b>\$ 15,709,812</b>

See Independent Auditors' Report



**SOUTHWESTERN COMMUNITY SERVICES, INC.**

**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
FOR THE YEAR ENDED MAY 31, 2018**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2018 Total
<b>REVENUES</b>									
Government contracts	\$ 4,934,242	\$ 2,823,898	\$ 1,920,112	\$ 47,823	\$ 758,952	\$ 188,921	\$ 10,849,748	\$ 405,345	\$ 11,055,093
Program service fee	-	-	76,506	978,904	17,915	794,883	1,868,188	-	1,868,188
Rental income	-	-	117,370	684,072	-	200	801,642	-	801,642
Developer fee income	-	-	-	50,000	-	-	50,000	-	50,000
Support	104,617	35,405	99,437	-	139,240	130,530	509,229	-	509,229
Sponsorship	-	-	80	-	-	105,208	105,288	-	105,288
Interest income	23	7	1,051	1,362	-	35	2,478	6,481	8,959
Forgiveness of debt	-	-	59,141	18,830	-	-	75,971	-	75,971
Miscellaneous	2,010	128	6,485	42,373	47,352	-	98,340	2,428	100,772
In-kind contributions	-	161,852	-	-	-	-	161,852	-	161,852
<b>Total revenues</b>	<b>\$ 5,040,892</b>	<b>\$ 3,021,083</b>	<b>\$ 2,280,182</b>	<b>\$ 1,821,354</b>	<b>\$ 961,459</b>	<b>\$ 1,197,755</b>	<b>\$ 14,322,740</b>	<b>\$ 414,252</b>	<b>\$ 14,736,992</b>
<b>EXPENSES</b>									
Payroll	\$ 398,452	\$ 1,208,631	\$ 435,538	\$ 771,028	\$ 405,189	\$ 439,358	\$ 3,558,198	\$ 774,488	\$ 4,432,882
Payroll taxes	31,599	99,882	34,153	56,803	30,416	36,818	283,771	60,913	350,884
Employee benefits	122,782	453,204	146,394	278,393	87,744	187,020	1,275,517	54,590	1,330,107
Retirement	24,960	69,878	21,031	64,244	19,260	17,448	218,821	73,148	289,969
Advertising	-	142	1,897	4,168	2,114	18,172	24,491	-	24,491
Bank Charges	15	-	120	3,834	-	-	3,969	9,079	13,048
Computer cost	-	9,185	4,300	14,144	14,298	3,500	45,427	62,052	107,479
Contractual	518,340	52,463	242,935	20,382	2,718	109,718	946,536	14,921	961,457
Depreciation	-	28,300	108,291	167,840	-	16,131	320,562	147,367	487,929
Dues/registration	-	6,036	-	343	988	997	8,364	10,175	18,539
Duplicating	1,584	8,148	-	-	-	-	9,732	4,321	14,053
Insurance	5,909	13,381	23,653	52,287	14,610	8,248	118,088	38,380	154,468
Interest	-	8,656	7,759	8,997	-	2,554	25,966	118,501	142,467
Meeting and conference	3,981	58	8,293	7,177	600	19,305	40,394	35,924	76,318
Miscellaneous expense	909	971	2,303	18,696	4,442	18,580	45,881	13,182	69,083
Miscellaneous taxes	-	-	-	26,381	-	-	26,381	986	27,367
Equipment purchases	4,670	24,320	80	12,348	-	-	41,418	2,305	43,723
Office expense	34,413	12,613	8,440	14,508	12,042	4,078	88,090	20,402	108,492
Postage	132	274	182	31	348	50	1,017	22,918	23,935
Professional	4,890	-	1,875	15,870	-	-	22,644	83,766	106,410
Staff development and training	1,430	23,724	2,824	8,287	5,675	28,044	69,784	2,943	72,727
Subscriptions	-	-	28	87	-	-	115	1,329	1,444
Telephone	2,086	15,297	19,881	14,589	2,435	3,239	57,307	58,578	113,883
Travel	5,335	20,013	20,312	5,185	29,509	2,000	82,364	3,509	85,873
Vehicle	2,140	2,510	712	31,826	45,200	9,201	91,589	10,981	102,570
Rent	-	25,201	-	-	-	-	25,201	-	25,201
Space costs	148	140,213	258,840	438,344	-	1,009	838,503	128,988	965,529
Direct client assistance	3,683,486	145,220	823,938	14,447	50,531	23,843	4,741,445	-	4,741,445
In-kind expenses	-	161,852	-	-	-	-	161,852	-	161,852
<b>TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION</b>	<b>4,847,201</b>	<b>2,530,152</b>	<b>2,172,388</b>	<b>2,048,214</b>	<b>728,119</b>	<b>945,391</b>	<b>13,271,485</b>	<b>1,749,700</b>	<b>15,021,185</b>
<b>Allocation of management and general expenses</b>	<b>639,051</b>	<b>333,574</b>	<b>286,406</b>	<b>270,035</b>	<b>95,995</b>	<b>124,639</b>	<b>1,749,700</b>	<b>(1,749,700)</b>	<b>-</b>
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 5,486,252</b>	<b>\$ 2,863,726</b>	<b>\$ 2,458,794</b>	<b>\$ 2,318,249</b>	<b>\$ 824,114</b>	<b>\$ 1,070,030</b>	<b>\$ 15,021,185</b>	<b>\$ -</b>	<b>\$ 15,021,185</b>

See Independent Auditors' Report.



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED MAY 31, 2019**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE
<b>U.S. Department of Agriculture</b>				
Rural Housing Preservation Grant	10.433	Direct Funding	3403-02801-808	\$ 22,975
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH Dept. of Health & Human Services	010-060-62600000-102-500734	347,817
Child and Adult Care Food Program	10.558	State of NH, Dept. of Education	Unknown	131,288
Food Distribution Cluster				
Commodity Supplemental Food Program	10.585	State of NH Dept. of Health & Human Services	010-060-62600000-102-500734	\$ 2,863
Emergency Food Assistance Program (Admin)	10.588	Community Action Program Belknap-Merrimack Counties	Unknown	1,444
Emergency Food Assistance Program (Food Commodities)	10.589	Community Action Program Belknap-Merrimack Counties	Unknown	89,046
				<u>93,373</u>
<b>Total U.S. Department of Agriculture</b>				<u>\$ 695,433</u>
<b>U.S. Department of Housing and Urban Development</b>				
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-05-055310-717800000-102-50731	\$ 155,482
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Office of Human Services	010-042-7627-102-0731	92,890
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-05-055310-717800000-102-50731	217,705
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-05-055310-717800000-102-50731	281,485
Continuum of Care Program	14.287	State of NH, DHHS, Bureau of Homeless & Housing	05-05-055310-717800000-102-50731	153,421
<b>Total U.S. Department of Housing and Urban Development</b>				<u>\$ 600,492</u>
<b>U.S. Department of Labor</b>				
WIOA Cluster				
WIA Adult Program	17.258	Southern NH Services	Unknown	\$ 42,253
WIA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown	34,819
				<u>\$ 76,904</u>
<b>Total U.S. Department of Labor/WIOA Cluster</b>				<u>\$ 76,904</u>
<b>U.S. Department of Transportation Federal Transit Administration (FTA)</b>				
Formula Grants for Rural Areas	20.600	State of NH, Department of Transportation	04-00-00-004010-2916	\$ 247,067
Transit Services Programs Cluster				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.613	State of NH, Department of Transportation	04-00-00-004010-2916	29,359
<b>Total U.S. Department of Transportation Federal Transit Administration (FTA)</b>				<u>\$ 274,226</u>
<b>U.S. Department of Veterans Affairs</b>				
VA Supportive Services for Veteran Families Program	84.033	Harbor Homes, Inc.	Unknown	\$ 97,479
<b>Total U.S. Department of Veterans Affairs</b>				<u>\$ 97,479</u>
<b>U.S. Department of Energy</b>				
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7708-074-500587	\$ 118,184
<b>Total U.S. Department of Energy</b>				<u>\$ 118,184</u>
<b>U.S. Department of Health &amp; Human Services</b>				
Aging Cluster				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	83.044	State of NH, Office of Energy & Planning	01-02-024010-7708-074-500587	\$ 6,324
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	83.044	State of NH, DHHS, Bureau of Elderly & Adult Services	05-05-48-481010-7872	37,920
Grants to States to Support Oral Health Workforce Activities	83.239	State of NH, DHHS, Division of Family Assistance	Unknown	43,253
Drug-Free Communities Support Program Grants	83.278	Direct Funding	04783P018877-08	13,478
Affordable Care Act (ACA) - Consumer Assistance Program Grants	83.519	Direct Funding	HCB/CACF	137,870
TANF Cluster				
Temporary Assistance for Needy Families	83.558	Southern NH Services	Unknown	6,149
Low Income Home Energy Assistance (Fuel Assistance)	83.568	State of NH, Office of Energy & Planning	01-02-02-024010-770800000-500587	299,534
Low Income Home Energy Assistance (HRRP)	83.568	State of NH, Office of Energy & Planning	01-02-02-024010-770800000-500587	4,303,059
Low Income Home Energy Assistance (BVP)	83.568	State of NH, Office of Energy & Planning	01-02-02-024010-770800000-500587	185,592
Community Services Block Grant	83.589	State of NH, DHHS, Div. of Family Assistance	500731	219,521
Community Services Block Grant - Discretionary	83.570	State of NH, DHHS, Div. of Family Assistance		4,887,172
Head Start	83.600	Direct Funding	01CH9929	406,583
Medicaid Cluster				
Medical Assistance Program	83.778	State of NH, DHHS, Office of Human Services	05-05-47-470010-62010000	22,308
				<u>2,328,290</u>
<b>Total U.S. Department of Health &amp; Human Services</b>				<u>\$ 7,957,003</u>
<b>U.S. Department of Homeland Security</b>				
Emergency Food and Shelter National Board Program	87.024	State of NH, DHHS, Office of Human Services	Unknown	\$ 2,099
<b>Total U.S. Department of Homeland Security</b>				<u>\$ 2,099</u>
<b>TOTAL</b>				<u>\$ 10,010,820</u>



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED MAY 31, 2019**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**NOTE 3 INDIRECT COST RATE**

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 4 FOOD DONATION**

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

**NOTE 5 SUBRECIPIENTS**

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2019.



**Leone,  
McDonnell  
& Roberts**

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2019, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related consolidated notes to the financial statements, and have issued our report thereon dated November 5, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.



Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leon, McConnell & Roberts  
Professional Association*

November 5, 2019  
Wolfeboro, New Hampshire



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2019. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of Southwestern Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southwestern Community Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southwestern Community Services, Inc.'s compliance.



### **Opinion on Each Major Federal Program**

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2019.

### **Report on Internal Control Over Compliance**

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southwestern Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leon, McDonnell & Roberts  
Professional Association*

November 5, 2019  
Wolfeboro, New Hampshire



## **SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

### **SCHEDULE OF FINDINGS AND QUESTIONED COSTS** **FOR THE YEAR ENDED MAY 31, 2019**

#### **SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, and U.S. Department of Transportation; Formula Grants for Rural Areas, 20.509.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

#### **FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

#### **FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED MAY 31, 2019**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended May 31, 2018.



**Southwestern Community Services, Inc. Board of Directors - Composition - 2020 -**

**CHESHIRE COUNTY**

**SULLIVAN COUNTY**

**CONSTITUENT  
SECTOR**

**Beth Fox**  
Assistant City Manager/  
Human Resources Director  
City of Keene

**Mary Lou Huffling**  
Fall Mountain Emergency Food Shelf  
Alstead Friendly Meals

**Brianna Trombi**  
Head Start Policy Council  
Parent Representative

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**PRIVATE  
SECTOR**

**Kevin Watterson, Chair/Secretary**  
Clarke Companies (*retired*)

**Anne Beattie**  
Newport Service Organization

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**PUBLIC  
SECTOR**

**Jay Kahn**  
State Senator, District 10

**Kerry Belknap Morris, M.Ed.**  
Early Childhood Education  
River Valley Community College

**David Edkins**  
Walpole, NH

**Derek Ferland**  
Sullivan County Manager



# John A. Manning

## Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Executive Officer of a large community action agency.

## Experience

2014–Present                      Southwestern Community Services Inc.  
Keene, NH

### Chief Executive Officer

Has overall strategic and operational responsibility for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Responsibilities include maintaining ongoing excellence, rigorous program evaluation and consistent quality of finance, administration, fundraising, communications and systems; Works with the Board of Directors and management team to implement the objectives of SCS's strategic plan. Actively engages and energizes volunteers, board members, event committees, partnering organizations and funders. Develops and maintains strong relationships with the Board of Directors and serve as ex-officio member of the Board. Leads, coaches, develops and retains a high-performance management team. Ensures effective systems are in place to measure work performance, provide regular feedback to funding sources and community partners.

1990–2014                      Southwestern Community Services Inc.  
Keene, NH

### Chief Financial Officer

Oversees all fiscal functions Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995                      Keene State College                      Keene, NH

### Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990                      John A. Manning,                      Keene, NH

### Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients



1975-1978                      Kostin and Co. CPA's                      West Hartford, Ct.

**Staff Accountant**

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

**Education**

1971-1975                      University of Mass.                      Amherst, Ma.

- B.S. Business Administration in Accounting

**Organizations**

American Institute of Certified Public Accountants

NH Society of Certified Public Accountants



Margaret Freeman



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### Experience

2000 – Present

Southwestern Community Services Inc.

Keene, NH

Chief Financial Officer (2014 – present)

Supervising the quality of accounting and financial reporting of SCS; a Community Action Agency. Total funding of \$18 million; federal, state and local funding sources. Primary responsibilities include overseeing the accounting functions, implementation and monitoring of internal controls, reporting financial position to the Board of Directors, preparation of the annual A-133 audit, member of agencies Senior Staff.

Fiscal Director (2000-2014)

Responsible to lead and manage the daily operations of the Fiscal Department of SCS. Primary duties include budget preparation and analysis, financial statement preparation and audit coordination.

1993 –2000

Emile J. Legere Management Corp

Keene, NH

Accountant

Provided bookkeeping for real estate management/development corp. Managed 16 affordable housing properties. Responsible for cash management, general ledger, A/P, A/R, financial statement prep, and audit prep. Leasing Manager of large commercial/retail property responsible for lease management and marketing of over 30 retail spaces.

### Education

Leadership New Hampshire, Graduate 2011

Plymouth State University, Plymouth, NH

M.B.A., 1999

Keene State College, Keene, NH

B.S., Management, 1991; concentration Mathematics and Computer Science



## **Beth Daniels**

### **Experience**

#### ***Southwestern Community Services, Inc., Keene, NH***

##### ***Chief Operating Officer***

03/2016-Present

- Responsible for all day-to-day program operations of the agency
- Supervise Program Directors, including WIC, Energy, and Housing Stabilization
- Ensure that all state and federal regulations are followed while those in need receive a smooth delivery of service

##### ***Director of Energy and Employment Programs***

10/2008 – 12/2016

- Oversee all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance, Weatherization, HRRP, CORE, and Assurance 16 as well as the employment programs Workplace Success, Work Experience Program, and WIA.

##### ***Workforce Development Director***

11/2006 – 10/2008

- Supervise, direct, coach, and encourage staff of six within four programs
- Collaborate with agency staff, community members and state contract holders to achieve common goals, including agency name recognition and program success
- Perform all SCS Program Director tasks including PPRs and budget management

##### ***Families @ Work Employment Specialist***

03/2006 - 11/2006

- Managed a caseload of fifty (50) clients throughout the Keene, Claremont, Concord, and Nashua areas
- Worked closely with staff from Southwestern Community Services, Inc. and Southern New Hampshire Services
- Gained a strong working knowledge of all SCS programs for referral purposes

#### ***Second Start, Concord, NH***

##### ***Career Development Specialist***

11/2004 – 03/2006

- Facilitated daily job-readiness classes and skill-building exercises
- Assisted participants with barrier resolution and the job search process
- Maintained participant records and completed reporting requirements
- Received ongoing training in teaching techniques and learning styles

#### ***Nina's Family Daycare, Swanzey, NH***

10/2003 – 11/2004

##### ***Daycare Provider***

- Responsible for meal planning, payment records, supplies, and activities
- Acquired CPR & First Aid certification

#### ***Southwestern Community Services, Inc., Keene, NH***

##### ***Case Manager, Homeless Services***

09/2002 – 10/2003

- Responsible for all daily operations of housing program, rules, and regulations
- Completed weekly and monthly progress reports
- Coordinated house meetings, workshops, case conferences, and life skills classes

##### ***Case Manager, Welfare-to-Work***

05/2000 – 09/2002

- Provided job placement and retention services for caseload of forty (40) clients
- Gained working knowledge of Department of Health & Human Services, Immigration & Naturalization Services, community agencies, and SCS



**Education and Training**

**Results Oriented Management & Accountability (ROMA)** 2016-2017

**Grant Writing Workshop** 05/2012  
Cheshire County

**Nonviolent Crisis Intervention** 2012  
Crisis Prevention Institute, Inc.

**Leadership Training** 2010-2011  
Tad Dwyer Consulting

**Criticism & Discipline Skills for Managers** 11/2007  
CareerTrack

**How to Supervise People** 11/2007  
CareerTrack

**Career Development Facilitator Training** 09/2005  
National Career Development Association  
*120-hour NCDA training*

**Certified Workforce Development Specialist** 06/2005  
National Association of Workforce Development Professionals

**Infection Control & Bloodborne Pathogens** 01/2003  
Home Health Care

**Bachelor of Arts in Human Services** 05/2002  
Franklin Pierce College  
*Graduated cum laude*

***References Available***



## **Sarah Schenck Burke**

### **WORK EXPERIENCE**

December 2011-present WIC (Women, Infants and Children) & CSF (Commodity Supplemental Foods) Programs Director, Southwestern Community Services, Keene, NH Responsible for the overall organization and operation of the program, including schedules, budget, outreach, management and monitoring.

2010-2011 Nutrition Services Director, Applewood Healthcare & Rehabilitation, Winchester, NH Responsible for organizing and directing the Nutrition Services Department of a 72 bed long term care and rehabilitation facility. Ensure that staff practices and all aspects of meal service meet the needs of the residents, company policy, and current professional standards of practice.

1998-2010 WIC Nutritionist, Southwestern Community Services, Keene, NH Encourage and support healthy habits for growing families. Counsel WIC participants as part of their WIC certification. Be part of the WIC team.

1995-1998 Dietary Department Manager, Westwood Healthcare, Keene, NH Manage all aspects of the dietary department of an 82 bed long term care and rehabilitation facility, including meeting the needs of residents, staffing the dietary department, budget.

1993-1995 and 1983-1986 Staff Dietitian, Sowerby Healthcare, Keene, NH Assess nutritional needs of residents through food preference interviews, anthropometric and lab data. Perform kitchen sanitation reviews. Support dietary department.

### **EDUCATION**

University of New Hampshire, Durham, NH BS Home Economics, Human Nutrition and Dietetics

Previous Serve-Safe Certification



# Jennifer Forte, RDN

## EDUCATION

**Keene State College, Keene, NH**

Completed August 2019

Dietetic Internship

Earned 18 graduate course credits

**The University of Akron, Akron, OH**

Graduated May 2018

Bachelor of Science in Nutrition and Dietetics

Bachelor of Science in Food and Environmental Nutrition

## WORK EXPERIENCE

**InstaCart, Keene, NH**

Grocery Shopper

January 2019 – Present

- Select specific grocery items on customers' order using the Instacart mobile app
- Communicate order details with customers via the mobile app
- Deliver orders on time and straight to customers' doorsteps

**The Coordinated Approach to Child Health (CATCH Kids Club) of YMCA**

Nutrition Coordinator of CATCH Kids Club in the Akron, OH area

February – August 2018

- Worked directly with 60 ethnically diverse, low-income children ages 5 to 8 to conduct needs assessments in order to develop and implement 20 unique nutrition lessons
- Recruited and supervised 10 college-aged volunteers who helped with food prep and child engagement.
- Managed the ordering, receiving, and storage of weekly donated produce
- Led coordination of YMCA summer camp staff and Sanson Produce Company to market, plan, and implement a large community event, which offered free fresh produce for participants' families
- Trained and mentored future CATCH Nutrition Coordinator for fall of 2018

**GemCare Wellness, Hudson, OH**

Administrative Assistant

January 2017 – February 2018

- Communicated effectively when answering client phone calls, voice messages, and emails
- Scheduled clients using an online software program
- Transferred data into Microsoft Excel for a data analytics project
- Created professional relationships with dietitians in an office setting

**Parasson's Italian Restaurant, Barberton, OH**

Server and Carry-out Worker

January 2016 – August 2018

- Provided excellent customer service explaining menu options and taking orders
- Presented food in appealing way
- Worked individually and as a team to manage multiple tasks at once

## DIETETIC INTERNSHIP

August 2018 – August 2019

### Community Nutrition Education and Wellness Rotation

- Implemented Motivational Interviewing skills to lead one-on-one nutrition coaching sessions with students, faculty and staff at Keene State College, and to conduct nutrition interviews during WIC client sessions, under supervision
- Collaborated effectively with food pantry director to assess needs of a rural community and implement the preparation of low-sodium meals for home-bound older adults
- Developed a low-sodium diet guide which I successfully incorporated into the grant-funded SMART Heart meal program



- Developed and evaluated nutrition education materials including personalized handouts, presentations, recipes, newsletter pages, and article columns

### Clinical Rotation

- Prioritized and screened adult populations, including GI, geriatric, diabetes, renal, cardiac, substance abuse, oncology, and ICU patients
- Developed valuable clinical nutrition skills that included assessing for malnutrition, selecting and monitoring interventions, and participating in care-plan teams
- Taught interactive SMART Heart low-sodium diet classes to patients diagnosed with CHF

### Food Service Management Rotation

- Managed, implemented, and evaluated a themed meal for approx. 500 college students, faculty and staff for an on-campus dining commons
- Participated in Head Start food service and management operations, serving meals to low-income children, developing a monthly menu and creating an article for a monthly newsletter
- Observed and participated in the regional Meals on Wheels kitchen and delivery operations, participating in wellness check-ups for seniors

### Specialty Rotation

- Developed and delivered an interactive presentation to low-income older adults, as a representative of Big Y's Living Well Eating Smart program
- Wrote newspaper column promoting consumption of leafy greens:  
<https://www.masslive.com/food/2019/06/living-well-eating-smart-more-leafy-greens-please-how-to-start-eating-more-leafy-vegetables.html>
- Assessed needs of a rural, low-income older adult population to develop and implement interactive presentations, nutritious recipes, educational handouts, and an article for the monthly newsletter



**CONTRACTOR NAME**  
Southwestern Community Services, Inc

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John Manning	CEO, SCS Inc.	\$119,641	0%	\$0.00
Margaret Freeman	CFO, SCS Inc.	\$109,000	0%	\$0.00
Beth Daniels	COO, SCS Inc.	\$99,000	0%	\$0.00
Sarah Burke	WIC Program Director, SCS	\$45,406	90%	\$40,865.00
Jennifer Forte	WIC Nutritionist, SCS	\$36,000	100%	\$36,000





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

MAY09'19 AM10:26 DAS

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

April 29, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to exercise a renewal option to existing agreements identified in the table below to continue to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the aggregate price limitations by \$5,831,478 from \$6,023,175 to \$11,854,653, and extending the contract completion dates from June 30, 2019 to June 30, 2021, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget	G&C Approval Date
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,601,430	\$1,540,472	\$3,141,902	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$1,006,678	\$964,988	\$1,971,666	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$2,668,360	\$5,412,828	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14)
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$670,599	\$657,658	\$1,328,257	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Total:			\$6,023,175	\$5,831,478	\$11,854,653	



Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2020 and in State Fiscal Year 2021, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

The purpose of this request is to continue providing supplemental nutritious foods and public health nutrition and breastfeeding services to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This request, if approved, will exercise two (2) of the four (4) available years of renewal.

The WIC program supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC program through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives healthy nutrition education that could improve health outcomes, and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			Sub-Total	\$795,465	\$0	\$795,465

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			Sub-Total	\$789,965	\$0	\$789,965

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$47,273	\$47,273



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

			<b>Sub-Total</b>	<b>\$0</b>	<b>\$769,236</b>	<b>\$769,236</b>
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<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2021	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$49,273	\$49,273
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$771,236</b>	<b>\$771,236</b>

**Goodwin Community Health**

**PO 1058084**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$498,164</b>	<b>\$0</b>	<b>\$498,164</b>



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$29,179	\$29,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$481,494</b>	<b>\$481,494</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$31,179	\$31,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$483,494</b>	<b>\$483,494</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$58,929	\$58,929
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,333,180</b>	<b>\$1,333,180</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$60,929	\$60,929
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,335,180</b>	<b>\$1,335,180</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$331,849</b>	<b>\$0</b>	<b>\$331,849</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$23,966	\$23,966
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$320,079</b>	<b>\$320,079</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$23,466	\$23,466
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$319,579</b>	<b>\$319,579</b>



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

		<b>Funding Source</b>	<b>Sub-Total</b>	<b>\$5,956,097</b>	<b>\$5,813,478</b>	<b>\$11,769,575</b>
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**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			<b>Sub-Total</b>	<b>\$16,000</b>	<b>\$0</b>	<b>\$16,000</b>

**Goodwin Community Health**

**PO 1058084**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	9,700
			<b>Sub-Total</b>	<b>\$9,700</b>	<b>\$0</b>	<b>\$9,700</b>

**Southern New Hampshire Services**

**PO 1058085**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			<b>Sub-Total</b>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			<b>Sub-Total</b>	<b>\$6,978</b>	<b>\$0</b>	<b>\$6,978</b>
		<b>Funding Source Total</b>		<b>\$63,078</b>	<b>\$0</b>	<b>\$63,078</b>

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Svc	90003396	\$0	\$18,000	\$18,000
2021	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$6,023,175</b>	<b>\$5,831,487</b>	<b>\$11,854,653</b>





**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC and Breastfeeding Peer Counseling Services**

This 3<sup>rd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #3"), dated this 15th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14) and on April 17, 2019 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,328,257.
3. Add Exhibit B-1 Amendment #3, SFY 2020 WIC Budget.
4. Add Exhibit B-2 Amendment #3, SFY 2020 BFPC Budget.
5. Add Exhibit B-3 Amendment #3, SFY 2020 EWIC Budget.
6. Add Exhibit B-4 Amendment #3, SFY 2021 WIC Budget.
7. Add Exhibit B-5 Amendment #3, SFY 2021 BFPC Budget.





**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

4/24/19  
Date

*Lisa Morris*  
Name: LISA MORRIS  
Title: DIRECTOR, DDHS

Southwestern Community Services

4.18.19  
Date

*Margaret Freeman*  
Name: Margaret Freeman  
Title: CFO

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on 4/18/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*Leisa J Perrotta*  
Signature of Notary Public or Justice of the Peace

LEISA J PERROTTA  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/20/22







**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/3/2019  
Date

*William J. Shaheen*  
Name: *William J. Shaheen*  
Title: *Sr. Asst. Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1 Amendment #3  
SFY 2020 WIC Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2019- 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 132,330.00	\$ -	\$ 132,330.00				\$ 132,330.00	\$ -	\$ 132,330.00
2. Employee Benefits	\$ 75,398.00	\$ -	\$ 75,398.00				\$ 75,398.00	\$ -	\$ 75,398.00
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ 15,300.00	\$ -	\$ 15,300.00				\$ 15,300.00	\$ -	\$ 15,300.00
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ 5,800.00	\$ -	\$ 5,800.00				\$ 5,800.00	\$ -	\$ 5,800.00
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00				\$ 8,800.00	\$ -	\$ 8,800.00
7. Occupancy	\$ 22,184.00	\$ -	\$ 22,184.00				\$ 22,184.00	\$ -	\$ 22,184.00
8. Current Expenses	\$ 8,572.00	\$ -	\$ 8,572.00				\$ 8,572.00	\$ -	\$ 8,572.00
Telephone	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ -	\$ 100.00				\$ 100.00	\$ -	\$ 100.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00				\$ 3,000.00	\$ -	\$ 3,000.00
12. Indirect Cost		\$ 30,757.00	\$ 30,757.00					\$ 30,757.00	\$ 30,757.00
13. WIC Forum	\$ 2,500.00	\$ -	\$ 2,500.00				\$ 2,500.00	\$ -	\$ 2,500.00
TOTAL	\$ 273,984.00	\$ 30,757.00	\$ 304,741.00	\$ -	\$ -	\$ -	\$ 273,984.00	\$ 30,757.00	\$ 304,741.00

Indirect As A Percent of Direct

11.2%



New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: BFPC - Breast Feeding Peer Counseling

Budget Period: 7/1/2019- 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 13,519.00		\$ 13,519.00				\$ 13,519.00		\$ 13,519.00
2. Employee Benefits	\$ 1,819.00		\$ 1,819.00				\$ 1,819.00		\$ 1,819.00
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Indirect Cost									
13. Other (specific details mandatory):									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 15,338.00</b>	<b>\$ -</b>	<b>\$ 15,338.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,338.00</b>	<b>\$ -</b>	<b>\$ 15,338.00</b>

Indirect As A Percent of Direct

0.0%



New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services

Budget Request for: WIC Program - EWIC  
RFP-2018-OPHS-11-SPEC

Budget Period: July 1, 2019 to June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHEIS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$			\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$			\$
3. Consultants	\$	\$	\$	\$	\$	\$			\$
4. Equipment	\$	\$	\$	\$	\$	\$			\$
Rental	\$	\$	\$	\$	\$	\$			\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$			\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$			\$
5. Supplies	\$	\$	\$	\$	\$	\$			\$
Educational	\$	\$	\$	\$	\$	\$			\$
Lab	\$	\$	\$	\$	\$	\$			\$
Pharmacy	\$	\$	\$	\$	\$	\$			\$
Medical	\$	\$	\$	\$	\$	\$			\$
Office	\$	\$	\$	\$	\$	\$			\$
6. Travel	\$	\$	\$	\$	\$	\$			\$
7. Occupancy	\$	\$	\$	\$	\$	\$			\$
8. Current Expenses	\$	\$	\$	\$	\$	\$			\$
Telephone	\$	\$	\$	\$	\$	\$			\$
Postage	\$	\$	\$	\$	\$	\$			\$
Subscriptions	\$	\$	\$	\$	\$	\$			\$
Audit and Legal	\$	\$	\$	\$	\$	\$			\$
Insurance	\$	\$	\$	\$	\$	\$			\$
Board Expenses	\$	\$	\$	\$	\$	\$			\$
9. Software	\$	\$	\$	\$	\$	\$			\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$			\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$			\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$			\$
13. Other (specific details mandatory)	\$	\$	\$	\$	\$	\$			\$
Special Projecting stripe Reader & signature pads	\$	18,000.00	\$	\$	18,000.00	\$	\$	18,000.00	18,000.00
<b>TOTAL</b>	\$	18,000.00	\$	\$	18,000.00	\$	\$	18,000.00	18,000.00

Indirect As A Percent of Direct

0.0%



Exhibit B-4 Amendment #3  
SFY 2021 WIC Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2020- 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS/Contractor Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 132,330.00		\$ 132,330.00				\$ 132,330.00		\$ 132,330.00
2. Employee Benefits	\$ 75,398.00		\$ 75,398.00				\$ 75,398.00		\$ 75,398.00
3. Consultants	\$		\$				\$		\$
4. Equipment:	\$		\$				\$		\$
Rental	\$ 15,300.00		\$ 15,300.00				\$ 15,300.00		\$ 15,300.00
Repair and Maintenance	\$		\$				\$		\$
Purchase/Depreciation	\$		\$				\$		\$
5. Supplies:	\$ 5,800.00		\$ 5,800.00				\$ 5,800.00		\$ 5,800.00
Educational	\$		\$				\$		\$
Lab	\$		\$				\$		\$
Pharmacy	\$		\$				\$		\$
Medical	\$		\$				\$		\$
Office	\$		\$				\$		\$
6. Travel	\$ 8,800.00		\$ 8,800.00				\$ 8,800.00		\$ 8,800.00
7. Occupancy	\$ 22,184.00		\$ 22,184.00				\$ 22,184.00		\$ 22,184.00
8. Current Expenses	\$ 8,572.00		\$ 8,572.00				\$ 8,572.00		\$ 8,572.00
Telephone	\$		\$				\$		\$
Postage	\$		\$				\$		\$
Subscriptions	\$		\$				\$		\$
Audit and Legal	\$		\$				\$		\$
Insurance	\$		\$				\$		\$
Board Expenses	\$		\$				\$		\$
9. Software	\$		\$				\$		\$
10. Marketing/Communications	\$ 100.00		\$ 100.00				\$ 100.00		\$ 100.00
11. Staff Education and Training	\$ 3,000.00		\$ 3,000.00				\$ 3,000.00		\$ 3,000.00
12. Indirect Cost		\$ 30,757.00	\$ 30,757.00					\$ 30,757.00	\$ 30,757.00
13. Special Project/NWA Travel	\$ 2,000.00		\$ 2,000.00	\$	\$	\$	\$ 2,000.00		\$ 2,000.00
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	\$ 273,484.00	\$ 30,757.00	\$ 304,241.00	\$	\$	\$	\$ 273,484.00	\$ 30,757.00	\$ 304,241.00

Indirect As A Percent of Direct

11.2%



Exhibit B-5 Amendment #3  
SFY 2021 BFPC Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: BFPC - Breast Feeding Peer Counseling

Budget Period: 7/1/2020- 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 13,519.00		\$ 13,519.00				\$ 13,519.00		\$ 13,519.00
2. Employee Benefits	\$ 1,819.00		\$ 1,819.00				\$ 1,819.00		\$ 1,819.00
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical -									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Indirect Cost									
13. Other (specific details mandatory):									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 15,338.00</b>	<b>\$ -</b>	<b>\$ 15,338.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,338.00</b>	<b>\$ -</b>	<b>\$ 15,338.00</b>

Indirect As A Percent of Direct

0.0%





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

March 1, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to amend three (3) of the four (4) existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$18,700, from \$6,004,475 to 6,023,175, with no change to the contract completion date of June 30, 2019, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

The original contracts were approved by the Governor & Executive Council on June 21, 2017 (Item #45), and subsequently amended on June 6, 2018 (Item #14).

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,594,330	\$7,100	\$1,601,430
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$999,678	\$7,000	\$1,006,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$0	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$665,999	\$4,600	\$670,599
Total:			\$6,004,475	\$18,700	\$6,023,175

Funds to support this request are available in the following accounts in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

**See Attached Fiscal Details**



### **EXPLANATION**

The purpose of this request is to increase funding for Breastfeeding Peer Counseling Services for State Fiscal Year 2019. These additional funds will allow for increased promotion and support activities for the Breastfeeding Peer Counseling Program.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants and Children supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives and nutrition education that could improve health outcomes and lower medical costs.

**Area Served: Statewide**

**Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN #**



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

Page 3 of 3

184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure  
CFDA# 10.578 FAIN# 174NH781W5413.

In the event that Federal Funds become no longer available, General Funds will not be  
requested to support this program.

Respectfully submitted,

Approved by:

  
Jeffrey A. Meyers  
Commissioner



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			Sub-Total	\$795,465	\$0	\$795,465

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$7,100	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			Sub-Total	\$782,865	\$7,100	\$789,965

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$7,000	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,000</b>	<b>\$498,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$4,600	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$327,249</b>	<b>\$4,600</b>	<b>\$331,849</b>
		<b>Funding Source Total</b>		<b>\$5,937,397</b>	<b>\$18,700</b>	<b>\$5,956,097</b>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH; BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program  
Community Action Program Belknap-Merrimack Counties, Inc. PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			Sub-Total	\$16,000	\$0	\$16,000

**Goodwin Community Health PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	\$9,700
			Sub-Total	\$9,700	\$0	\$9,700

**Southern New Hampshire Services PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			Sub-Total	\$30,400	\$0	\$30,400

**Southwestern Community Services PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			Sub-Total	\$6,978	\$0	\$6,978
		Funding Source Total		\$63,078	\$0	\$63,078

**06-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003398	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$8,004,475	\$18,700	\$6,023,175





New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2<sup>nd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 19th day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$670,599.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
4. Delete in its entirety Exhibit B-5, Budget, and replace with Exhibit B-5 Amendment #2 SFY 2019 BFPC Budget.

gm  
2/24/19





New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

3/9/19  
Date

*Lisa Morris*  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Southwestern Community Services

2/26/19  
Date

*John A. Manning*  
Name: John A. Manning  
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on 02/26/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*Jill Tomlin*  
Signature of Notary Public or Justice of the Peace

Jill Tomlin, Justice of the Peace  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4-5-22

JILL A. TOMLIN, Justice of the Peace  
State of New Hampshire  
My Commission Expires April 5, 2022

*JM*  
*2/26/19*





New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

**OFFICE OF THE ATTORNEY GENERAL**

3/17/2019  
Date

Nancy J. Smith  
Name: Nancy J. Smith  
Title: Senior Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

*gm*  
*2/26/19*



## New Hampshire Department of Health and Human Services

Budgetary Statement Ref: BPPC 000.7

100-101 100-101 100-101

### Statistical Methods and Data

**Volume 26**

Completed by: \_\_\_\_\_  
Date: \_\_\_\_\_

gm  
2/26/19



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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES**

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

May 15, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to amend existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475, and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$646,498	\$19,501	\$665,999
Total:			\$5,878,624	\$125,851	\$6,004,475

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

**See Attached Fiscal Details for Funding Distribution**

**EXPLANATION**

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.



New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

**Area Served: Statewide**

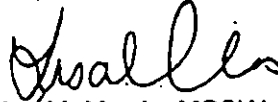
**Source of Funds:** 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW  
Director



Approved by

Jeffrey A. Meyers  
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families  
in providing opportunities for citizens to achieve health and independence.*



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			Sub-Total	\$782,865	\$12,600	\$795,465

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			Sub-Total	\$780,865	\$2,000	\$782,865

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			Sub-Total	\$491,164	\$7,650	\$498,814

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			Sub-Total	\$489,164	\$2,000	\$491,164

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			Sub-Total	\$1,345,034	\$24,000	\$1,369,034



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**Southern New Hampshire Services**

**PO 1058085**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2019	102-500734	Contracts for Program Svc	90006001	\$151,358	\$0	\$151,358
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$101,643	\$2,000	\$103,643
			<b>Sub-Total</b>	<b>\$1,343,034</b>	<b>\$2,000</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$5,523	\$5,523
			<b>Sub-Total</b>	<b>\$322,249</b>	<b>\$5,523</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006041	\$24,138	\$7,000	\$26,38
			Sub-Total	\$320,249	\$7,000	\$327,249
		Funding Source Total		5,874,624	\$62,773	\$5,937,397

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

**Community Action Program Belknap-Merrimack Counties, Inc.**

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$16,000	\$16,000
			Sub-Total	\$0	\$16,000	\$16,000

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$9,700	9,700
			Sub-Total	\$0	\$9,700	\$9,700

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$30,400	\$30,400
			Sub-Total	\$0	\$30,400	\$30,400

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$6,978	\$6,978
			Sub-Total	\$0	\$6,978	\$6,978
		Funding Source Total		\$0	\$63,078	\$63,078



**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND  
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH  
AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC  
IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$5,878,624	\$125,851	\$36,004,475



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1<sup>st</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as Amendment #1) dated this 25th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$665,999.
2. Form P-37, General Provisions, Block 1.8, Contracting Officer for State Agency, to read:  
E. Marla Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services.
5. Delete in its entirety Exhibit B-1, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Services Budget.
6. Delete in its entirety Exhibit B-3, Budget, and replace with Exhibit B-3 Amendment #1, EWIC Budget.
7. Delete in its entirety Exhibit B-4, Budget, and replace with Exhibit B-2 Amendment #1, SFY 2019 WIC Services Budget.
8. Add Exhibit B-4 Amendment #1, Infrastructure Budget.
9. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

5/4/18  
Date

State of New Hampshire,  
Department of Health and Human Services

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPH

May 04, 2018  
Date

Southwestern Community Services

[Signature]  
Name: John A. Manning  
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on 05/04/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

JILL A. TOMLIN, Justice of the Peace  
State of New Hampshire  
My Commission Expires April 6, 2022  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4.5.22

gm  
5/11/18



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5-23-18  
Date

*RWR*  
Name: *Rebecca W. Ross*  
Title: *Senior Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

*gm 5/24/18*





## 1. Provisions Applicable to All Services

- 1.1. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court, or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

## 2. Scope of Services

- 2.1. The Vendor shall use additional funding:
  - 2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer Implementation in the WIC Program;
    - 2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;
    - 2.1.1.2. Must be in place no later than June 30, 2018.
  - 2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;
  - 2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30<sup>th</sup>, 2018;

gm  
5/1/18



**Some Regulatory Departments of Health and Human Services**

Original Request for FOC Services

**Judge Powell 197 (2011)**

Line Item	YTD Through Year			Cumulative YTD Through			Period by Period Breakdown		
	General	Special	YTD	General	Special	YTD	General	Special	YTD
1. General	10000		10000	10000		10000	10000		10000
2. Special		10000	10000		10000	10000		10000	10000
3. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
4. General	10000		10000	10000		10000	10000		10000
5. Special		10000	10000		10000	10000		10000	10000
6. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
7. General	10000		10000	10000		10000	10000		10000
8. Special		10000	10000		10000	10000		10000	10000
9. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
10. General	10000		10000	10000		10000	10000		10000
11. Special		10000	10000		10000	10000		10000	10000
12. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
13. General	10000		10000	10000		10000	10000		10000
14. Special		10000	10000		10000	10000		10000	10000
15. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
16. General	10000		10000	10000		10000	10000		10000
17. Special		10000	10000		10000	10000		10000	10000
18. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
19. General	10000		10000	10000		10000	10000		10000
20. Special		10000	10000		10000	10000		10000	10000
21. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
22. General	10000		10000	10000		10000	10000		10000
23. Special		10000	10000		10000	10000		10000	10000
24. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
25. General	10000		10000	10000		10000	10000		10000
26. Special		10000	10000		10000	10000		10000	10000
27. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
28. General	10000		10000	10000		10000	10000		10000
29. Special		10000	10000		10000	10000		10000	10000
30. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
31. General	10000		10000	10000		10000	10000		10000
32. Special		10000	10000		10000	10000		10000	10000
33. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
34. General	10000		10000	10000		10000	10000		10000
35. Special		10000	10000		10000	10000		10000	10000
36. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
37. General	10000		10000	10000		10000	10000		10000
38. Special		10000	10000		10000	10000		10000	10000
39. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
40. General	10000		10000	10000		10000	10000		10000
41. Special		10000	10000		10000	10000		10000	10000
42. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
43. General	10000		10000	10000		10000	10000		10000
44. Special		10000	10000		10000	10000		10000	10000
45. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
46. General	10000		10000	10000		10000	10000		10000
47. Special		10000	10000		10000	10000		10000	10000
48. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
49. General	10000		10000	10000		10000	10000		10000
50. Special		10000	10000		10000	10000		10000	10000
51. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
52. General	10000		10000	10000		10000	10000		10000
53. Special		10000	10000		10000	10000		10000	10000
54. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
55. General	10000		10000	10000		10000	10000		10000
56. Special		10000	10000		10000	10000		10000	10000
57. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
58. General	10000		10000	10000		10000	10000		10000
59. Special		10000	10000		10000	10000		10000	10000
60. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
61. General	10000		10000	10000		10000	10000		10000
62. Special		10000	10000		10000	10000		10000	10000
63. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
64. General	10000		10000	10000		10000	10000		10000
65. Special		10000	10000		10000	10000		10000	10000
66. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
67. General	10000		10000	10000		10000	10000		10000
68. Special		10000	10000		10000	10000		10000	10000
69. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
70. General	10000		10000	10000		10000	10000		10000
71. Special		10000	10000		10000	10000		10000	10000
72. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
73. General	10000		10000	10000		10000	10000		10000
74. Special		10000	10000		10000	10000		10000	10000
75. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
76. General	10000		10000	10000		10000	10000		10000
77. Special		10000	10000		10000	10000		10000	10000
78. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
79. General	10000		10000	10000		10000	10000		10000
80. Special		10000	10000		10000	10000		10000	10000
81. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
82. General	10000		10000	10000		10000	10000		10000
83. Special		10000	10000		10000	10000		10000	10000
84. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
85. General	10000		10000	10000		10000	10000		10000
86. Special		10000	10000		10000	10000		10000	10000
87. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
88. General	10000		10000	10000		10000	10000		10000
89. Special		10000	10000		10000	10000		10000	10000
90. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
91. General	10000		10000	10000		10000	10000		10000
92. Special		10000	10000		10000	10000		10000	10000
93. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
94. General	10000		10000	10000		10000	10000		10000
95. Special		10000	10000		10000	10000		10000	10000
96. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
97. General	10000		10000	10000		10000	10000		10000
98. Special		10000	10000		10000	10000		10000	10000
99. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
100. General	10000		10000	10000		10000	10000		10000
101. Special		10000	10000		10000	10000		10000	10000
102. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
103. General	10000		10000	10000		10000	10000		10000
104. Special		10000	10000		10000	10000		10000	10000
105. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
106. General	10000		10000	10000		10000	10000		10000
107. Special		10000	10000		10000	10000		10000	10000
108. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
109. General	10000		10000	10000		10000	10000		10000
110. Special		10000	10000		10000	10000		10000	10000
111. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
112. General	10000		10000	10000		10000	10000		10000
113. Special		10000	10000		10000	10000		10000	10000
114. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
115. General	10000		10000	10000		10000	10000		10000
116. Special		10000	10000		10000	10000		10000	10000
117. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
118. General	10000		10000	10000		10000	10000		10000
119. Special		10000	10000		10000	10000		10000	10000
120. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
121. General	10000		10000	10000		10000	10000		10000
122. Special		10000	10000		10000	10000		10000	10000
123. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
124. General	10000		10000	10000		10000	10000		10000
125. Special		10000	10000		10000	10000		10000	10000
126. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
127. General	10000		10000	10000		10000	10000		10000
128. Special		10000	10000		10000	10000		10000	10000
129. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
130. General	10000		10000	10000		10000	10000		10000
131. Special		10000	10000		10000	10000		10000	10000
132. Total	10000	10000	20000	10000	10000	20000	10000	10000	20000
133. General	10000		10000	10000		10000	10000		10000
134. Special		10000	10000		10000	10000		10000	10000
135. Total	10000	10000	20000	10000	10000				

**WATER**

—  8/14/8



**SPY 2018 VDC Services Budget**

Massachusetts Department of Health and Human Services

**Mathematics** **Page** **Mathematics** **Commonly Known** **Page**

**Residence Required for WIC (MS, 1)**

**Designed Surface, 87% 20%**

[illegible]

5/4/8



**Order D-3 Amendment #1  
EWIC Budget**

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

OBH/Program Name: Restorative Community Services

Budget Request for: WIC Program - EWIC  
Fiscal Year: 2019-2020

Budget Period: July 1, 2019 to June 30, 2020

Line Item	Total Program Cost			Government Grants / Other			Funded by State contract grant		
	Grant Instrument	Indirect Fees	Total	Grant Instrument	Indirect Fees	Total	Grant Instrument	Indirect Fees	Total
1. Indirect Expenses									
2. Personnel Benefits									
3. Operations									
4. Equipment									
5. Travel									
6. Supplies and Materials									
7. Information Technology									
8. Professional Services									
9. Facilities									
10. Construction									
11. Printing									
12. Postage									
13. Other									
A. Total									
1. Personnel									
2. Personnel Benefits									
3. Operations									
4. Equipment									
5. Travel									
6. Supplies and Materials									
7. Information Technology									
8. Professional Services									
9. Facilities									
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11. Printing									
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7. Information Technology									
8. Professional Services									
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12. Postage									
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A. Total									
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3. Operations									
4. Equipment									
5. Travel									
6. Supplies and Materials									
7. Information Technology									
8. Professional Services									
9. Facilities									
10. Construction									
11. Printing									
12. Postage									
13. Other									
A. Total									
1. Personnel									
2. Personnel Benefits									
3. Operations									
4. Equipment									
5. Travel									
6. Supplies and Materials									
7. Information Technology									
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9. Facilities									
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2. Personnel Benefits									
3. Operations									
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13. Other									
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2. Personnel Benefits									
3. Operations									
4. Equipment									
5. Travel									
6. Supplies and Materials									
7. Information Technology									
8. Professional Services									
9. Facilities									
10. Construction									
11. Printing									
12. Postage									
13. Other									
A. Total									
1. Personnel									
2. Personnel Benefits									



Exhibit B-4 Amendment #1  
Infrastructure Budget

New Hampshire Department of Health and Human Services  
COMPLETE CRS BUDGET FORM FOR EACH BUDGET PERIOD

Budget/Program Name: Infrastructure Development Services

Budget Request For: 100 Projects - Infrastructure  
000-00000000-1100000

Budget Period: July 1, 2017 to June 30, 2018

Line Item	Total Program Cost			Estimated 2017 / 2018			Funded by (specify funding source)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Personnel									
2. Fringe Benefits									
3. Travel									
4. Telephone									
5. Postage									
6. Printing									
7. Reproduction									
8. Supplies									
9. Contractual Services									
10. Consulting									
11. Information Technology									
12. Other Services									
13. Capital Equipment									
14. Construction									
15. Other Capital Expenses									
16. Other									
17. Total									
18. Total									
19. Total									
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100. Total									

5/14/18



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation; Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information, at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**L. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and Identified in section IV, A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov



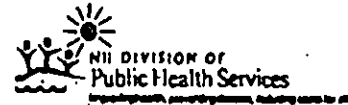


Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-4503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2944



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May 1, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
Total:			\$5,878,624

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified, without further approval from the Governor and Executive Council.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM



**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$38,730
2018	102-500734	Contracts for Program Services	90006041	\$80,902
			Sub-Total:	\$782,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312



**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$38,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,668
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312



05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN  
SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND  
COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION

Southwestern Community Services

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

EXPLANATION

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups: pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

These contracts contain language which allows the Department to extend contracted services for up to four additional years, contingent upon satisfactory performance, continued funding and Governor and Executive Council approval.

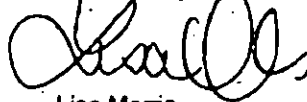
Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner





New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Special Supplemental Nutrition  
Program for Women, Infants & Children

RFP-2018-DPHS-11-SPECI

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. CAP Belknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	167
	200	182
	200	182

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin  
Lisa Stots, Administrator
4. Nutrition Services DPHS

5. \_\_\_\_\_
6. \_\_\_\_\_



Subject: WIC and Breastfeeding Peer Counseling Services (RF-2018-DPHS-11-SPEC-04)

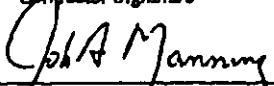
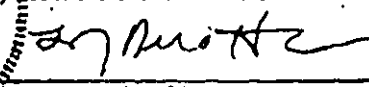
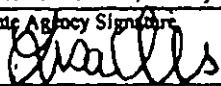
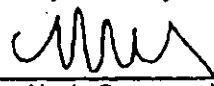
45.4

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southwestern Community Services		1.4 Contractor Address PO BOX 603, Keene, NH 03431	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 05-95-90-902010-5260-102-500731 05-95-90-902010-5260-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$646,498
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	
1.13 Acknowledgement: State of NH, County of Cheshire On <u>5/15/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Leisa Perrotta, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Yodanis Attorney 5/24/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



Subject: WIC and Breastfeeding Peer Counseling Services (RFP-2018-DPHS-11-SPEC-04)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

## GENERAL PROVISIONS

## E. IDENTIFICATION:

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southwestern Community Services		1.4 Contractor Address PO BOX 603, Keene, NH 03431	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 05-95-90-902010-3020-103-500711 05-95-90-902010-3020-103-500714 05-95-90-902010-3020-103-500715	1.7 Completion Date June 30, 2019	1.8 Price Estimation \$646,498
1.9 Contracting Officer for State Agency Jonathan V. Chiles, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On _____ before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders; and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A, and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.





## Exhibit A

### Scope of Services

#### 1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

#### 2. STATEMENT OF WORK

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
  - 2.2.1 Purchase seventy-five (75) Magnetic Swipe Card readers for the implementation of eWIC services for all the WIC Clinics in New Hampshire.
  - 2.2.2 Provide WIC services to the contracted caseload of 1,646 to include women, infants and children each month utilizing the StarLINC MIS system in the counties of Cheshire and Sullivan.
  - 2.2.3 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
  - 2.2.4 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
  - 2.2.5 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.





## Exhibit A

- 2.2.8 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:
  - 2.2.6.1 Include national WIC enrollment and retention website ([www.signupwic.com](http://www.signupwic.com)) in outreach materials and on individual agency website;
  - 2.2.6.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
  - 2.2.6.3 Distribution of WIC informational booklets and referral materials;
  - 2.2.6.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
  - 2.2.6.5 Maintenance of participant waiting list, if appropriate;
  - 2.2.6.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
  - 2.2.6.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
  - 2.2.6.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.7 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
  - 2.2.7.1 A minimum of twenty-five (25) enrolled participants;
  - 2.2.7.2 Nearby WIC-authorized food stores;
  - 2.2.7.3 Other community and health services that serve WIC eligible participants; and
  - 2.2.7.4 Available transportation for accessing the WIC clinic.
- 2.2.8 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.9 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.10 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.11 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.12 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health-outcomes.
- 2.2.13 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.





## Exhibit A

- 2.2.14 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.
- 2.2.15 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
- 2.2.16 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
- 2.2.17 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
- 2.2.18 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
- 2.2.19 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract.
- 2.2.20 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
- 2.2.21 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
- 2.2.22 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.23 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
- 2.2.24 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.25 Conduct special projects as appropriate funding is received.
- 2.2.26 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

### 3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30<sup>th</sup> of each contract year.





## Exhibit A

- 3.2 The Contractor shall provide a mid-year progress report no later than January 30<sup>th</sup> of each contract year.
- 3.3 The Contractor shall provide a year-end report no later than June 30<sup>th</sup> of each contract year.

### 4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

### 5. PERFORMANCE MEASURES





## Exhibit A

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:
- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3<sup>rd</sup> month of pregnancy.
  - 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5<sup>th</sup> birthday.
  - 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
  - 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
  - 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.
- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

### Workplan Schedule

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019





Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2, B-3, B-4 and B-5.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must
    - 4.2.1. Clearly identify the amount requested and the services performed during that period.
    - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

gm  
5/9/17



**Exhibit B-1**  
**Budget**

## New Hampshire Department of Health and Human Services

**Child Program Name:** Southeastern Community Services, Inc.

**Design: Segment For YTC ONLY**

**RESEARCH DESIGN**

**Copyright Clearance Center, INC. 2019**

1	Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	300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**Indicated As A Parameter of Choice**

**5**

Contractor Initials \_\_\_\_\_  
Date 5/11/17 \_\_\_\_\_



**Exhibit B-2  
Budget**

New Hampshire Department of Health and Human Services

Division/Program Name: **Barboursville Community Services, Inc.**

Budget Request for: **CFPC ONLY**

APP-2015-DHHS-1-1-010

Budget Period: **SPY 2015**

1. Personnel	1	15,336.00		15,336.00					15,336.00		15,336.00
2. Employee Benefits	1	4,433.60		4,433.60					4,433.60		4,433.60
3. Consultants											
4. Equipment											
5. Travel											
6. Rental and Maintenance											
7. Purchased Services											
8. Supplies											
9. Information											
10. Utilities											
11. Postage											
12. Printing											
13. Medical											
14. Office											
15. Travel											
16. Laundry											
17. Contract Expenses											
18. Telephone											
19. Postage											
20. Subscriptions											
21. Audit and Legal											
22. Insurance											
23. Board Expenses											
24. Software											
25. Marketing/Communication											
26. Staff Education and Training											
27. Subcontract/Agreements											
28. Other (Specify each item separately)											
29. Lobby Internet Services											
30. Interest Expense											
<b>TOTAL</b>	<b>2</b>	<b>19,769.60</b>	<b>2</b>	<b>19,769.60</b>	<b>3</b>	<b></b>	<b></b>	<b></b>	<b>19,769.60</b>	<b>3</b>	<b>19,769.60</b>

Indirect As A Percent of Direct

0.0%

Contractor Initials: *gm*  
Date: *5/11/17*



**Exhibit B-3  
Budget**

New Hampshire Department of Health and Human Services

Contract/Program Name: Southcoast Community Services, Inc.

Budget Request for: SFPC ONLY  
SFY 1996 QMS-11-SPED

Budget Period: SFY 1996

1. Total Salaries/Wages											
2. Employee Benefits											
3. Consulting											
4. Equipment											
5. Travel											
6. Freight and Miscellaneous											
7. Purchase/Depreciation											
8. Supplies											
9. Postage											
10. Printing											
11. Medical											
12. Office											
13. Travel											
14. Computer											
15. Contract Expenses											
16. Telephone											
17. Postage											
18. Subscriptions											
19. Audit and Legal											
20. Insurance											
21. Board Expenses											
22. Other											
23. Miscellaneous											
24. And Education and Training											
25. Subcontracting											
26. Other (Specify details and amount)											
27. Mobile Internet Services											
28. Indirect Expenses											
TOTAL											
Indirect As A Percent of Direct											

Contractor Initials: SM  
Date: 5/1/97



**Exhibit B-4**  
**Budget**

New Hampshire Department of Health and Human Services

**Diabetes Program Needs Southwestern Community Services, Inc.**

**Budget Requested For: WIC ONLY**

UNCLASSIFIED//FOR OFFICIAL USE ONLY

**Budget Period: 07/1 2019**

	2019	2018	2017	2016	2015	2014	2013
<b>1. Travel Expenses</b>	18,211.00	-	12,111.00	-	-	12,311.00	14,311.00
Employee Benefits	47,800.00	-	62,000.00	-	-	47,800.00	62,000.00
<b>2. Consultants</b>	-	-	-	-	-	-	-
<b>3. Equipment</b>	-	-	-	-	-	-	-
Total	15,300.00	-	15,300.00	-	-	11,500.00	11,500.00
Payroll and Miscellaneous	-	-	-	-	-	-	-
Purchase/Construction	-	-	-	-	-	-	-
<b>4. Supplies</b>	-	-	-	-	-	-	-
Education	114.00	-	114.00	-	-	114.00	114.00
Lab	-	-	-	-	-	-	-
Library	-	-	-	-	-	-	-
Medical	1,000.00	-	1,000.00	-	-	1,000.00	1,000.00
Office	1,000.00	-	1,000.00	-	-	1,000.00	1,000.00
Other	1,000.00	-	1,000.00	-	-	1,000.00	1,000.00
<b>5. Travel</b>	17,142.00	-	17,142.00	-	-	17,142.00	17,142.00
<b>6. Other</b>	-	-	-	-	-	-	-
<b>7. Current Expenses</b>	-	-	-	-	-	-	-
Telephone	1,072.00	-	1,072.00	-	-	1,072.00	1,072.00
Postage	1,000.00	-	1,000.00	-	-	1,000.00	1,000.00
Supplies	-	-	-	-	-	-	-
Travel	1,000.00	-	1,000.00	-	-	1,000.00	1,000.00
Legal and Legal	-	-	-	-	-	-	-
Insurance	1,000.00	-	1,000.00	-	-	1,000.00	1,000.00
<b>8. Board Expenses</b>	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-
<b>9. Marketing/Communications</b>	100.00	-	100.00	-	-	100.00	100.00
Staff Education and Training	1,000.00	-	1,000.00	-	-	1,000.00	1,000.00
<b>10. Miscellaneous</b>	-	-	-	-	-	-	-
<b>11. Other (specific events membership)</b>	-	-	-	-	-	-	-
Travel Expenses	1,000.00	-	1,000.00	-	-	1,000.00	1,000.00
Travel Expenses	-	-	-	-	-	-	-
<b>TOTAL</b>	22,000.00	11,072.00	24,111.00	-	-	24,111.00	24,111.00

**Independent Audit & Financials of Client**

Contractor Initials:                     

$$\overline{5/9/17.}$$



**Exhibit B-4  
Budget**

New Hampshire Department of Health and Human Services											
<p>Contract/Program Name: Southwestern Community Services, Inc.</p> <p>Budget Request No. SFYC ONLY      APP-2016-0145-11-SFYO</p> <p>Budget Period: SFY 2017</p>											
BUDGET											
Line Item	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
1. Total Budget Request	18,332.00	18,332.00									
2. Employee Salaries	4,433.00	4,433.00									
3. Consultants											
4. Contracting											
5. Rental and Maintenance											
6. Purchased Services											
7. Supplies											
8. Travel											
9. Occupancy											
10. Contract Expenses											
11. Telephone											
12. Postage											
13. Subscriptions											
14. Audit and Legal											
15. Insurance											
16. Board Expenses											
17. Salary											
18. Marketing/Communications											
19. Bond Insurance and Utilities											
20. Information Technology											
21. Other (Specify items necessary)											
Monthly Interest Expense											
Indirect Expense											
<b>TOTAL</b>	<b>18,332.00</b>	<b>18,332.00</b>									

Indirect As A Percent of Direct

0.0%

Contractor Name: SCS  
Date: 5/9/17





### SPECIAL PROVISIONS

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to Ineligible Individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to Ineligible Individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;





- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS, MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department:
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. Equal Employment Opportunity Plan (EEO): The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials jm  
Date 5/9/91





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13168, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

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5/9/17





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** 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 the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.





**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds effected 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, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State; 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transferred to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR 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 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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5/1/92



New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

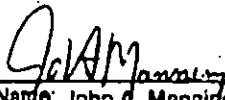
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☒ if there are workplaces on file that are not identified here.

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer





**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (Indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

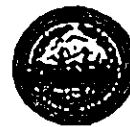
13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subcontractors or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1881, 1883, 1885-88), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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Rev. 10/21/14

Page 1 of 2

Date

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5/9/17



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017  
Date

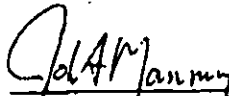
  
Name: John A. Manning  
Title: Chief Executive Officer

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal nondiscrimination, Equal Treatment of Faith-Based Organizations and whistleblower provisions

6/27/14  
Rev. 10/21/14

Page 2 of 2

Date 5/9/17





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017  
Date

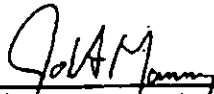
  
Name: John A. Manning  
Title: Chief Executive Officer





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "Individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Contractor Initials

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Date





Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials

Date

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5/9/17





Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Contractor Initials SM

Date 5/1/17





Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

Date

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Exhibit I

- e. Severability. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State	Southwestern Community Services, Inc.
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>LISA MORRIS</u>	<u>John A. Manning</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director, DPHS</u>	<u>Chief Executive Officer</u>
Title of Authorized Representative	Title of Authorized Representative
<u>5/15/17</u>	<u>May 8, 2017</u>
Date	Date





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

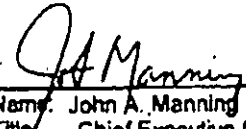
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017

Date

  
Name: John A. Manning  
Title: Chief Executive Officer

  
5/9/17





**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081251381
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO        YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

       NO        YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Jim  
5/9/12