48

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

NH DIVISION OF
Public Health Services
Improving health, preventing disease, reducing costs for all

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

March 29, 2013

100% Federal Funds

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

REQUESTED ACTION

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

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	50,580.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	35,407.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	379,200.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	229,474.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	199,694.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	40,087.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	55,261.00
			Sub-Total	$989,703.00
SFY 15	102-500734	Contracts for Prog Svc	90006001	50,580.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	35,407.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	379,200.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	229,474.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	199,694.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	40,087.00
SFY 15	102-500734	Contracts for Prog Svc	90006041	53,061.00
			Sub-Total	$987,503.00
			Total	$1,977,206.00

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

José Thier Montero, MD
Director

Approved by:
Nicholas A. Toumpas
Commissioner

JTM/lr

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

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

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

RFP Reviewers

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services	**1.2 State Agency Address** 29 Hazen Drive Concord, NH 03301-6504
1.3 Contractor Name Community Action Program Belknap-Merrimack Coutnies, Inc.	**1.4 Contractor Address** 2 Industrial Park Drive PO Box 1016 Concord NH 03302-1016

1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
603-225-3295	010-090-5260-102-500734	June 30, 2015	$1,977,206

1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief	**1.10 State Agency Telephone Number** 603-271-4501
1.11 Contractor Signature	**1.12 Name and Title of Contractor Signatory** Ralph Littlefield, Executive Director

1.13 Acknowledgement: State of NH, County of Merrimack

On 4/22/13, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that ~~x~~/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] Elaine N. Roundy

1.13.2 Name and Title of Notary ~~or Justice of the Peace~~

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

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Brad Dupee ~~Lisa L. Bujno~~, Bureau Chief
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*	
By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution)	
By: Jeanne P. Herrick, Attorney	On: 11 April 2013
1.18 Approval by the Governor and Executive Council	
By:	On:

RG 4/22/13

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: RG
Date: 4/22/13

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: _____
Date: 4/22/13

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

Contractor Initials: RG
Date: 4/22/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

WIC-CSFP-BFPC Services

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

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

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

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

The Contractor shall:

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

1.1 Culturally and Linguistically Appropriate Standards of Care

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

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

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

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

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

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

Contractor Initials: RL

Date: 4/22/13

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:

   a. use of local media;
   b. distribution of informational booklets and referral materials;
   c. coordination with health and social service programs and agencies;
   d. maintenance of participant waiting list, if appropriate;
   e. specific activities to foster enrollment early in pregnancy and infancy; and
   f. specific activities targeting retention of children until their fifth birthday.

3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.

   3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.

   3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.

4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.

   4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.

5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.

6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.

7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.

   7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.

   7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.

8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.

   8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

Contractor Initials: RG
Date: 4/22/13

8.2 The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.

9. The Contractor shall maintain all CSFP Food issuance registers for a period not less than three years following the period of the contract in which the CSFP food package was issued.

10. The Contractor shall terminate from the Program, participating individuals who have enrolled for the maximum period of time specified by the Federal Regulations governing the WIC or CSF Program or who fail to participate for two consecutive months. Individuals being disqualified, suspended or terminated prior to the expiration of the present period of eligibility certification shall be given written notice of impending termination on forms provided by the State and the opportunity to request a Fair Hearing. The Contractor shall provide at least 15 days' oral or written notice of the expiration of the current benefit period.

11. The Contractor shall provide individuals who are denied participation with a written explanation on forms provided by the State for the denial of eligibility and shall provide such individuals with the opportunity to request a Fair Hearing regarding the reason for denial.

12. At the direction of the State, the Contractor shall take administrative action against participants found to be abusing Program benefits. Persons found to be participating in both the WIC Program and the CSF Program, or in two WIC or CSF Programs provided by different Contractors shall be immediately terminated from one Program.

13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.

13.1 As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.

14. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.

15. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.

16. At the time each certification or voucher issuance appointment is made, the Contractor shall request that parents or guardians show a valid picture ID.

17. At the time the certification appointment is made, the Contractor shall request that parents or guardians bring immunizations records of children aged 24 months or younger.

17.1 At the time of WIC Program certification, the Contractor shall review immunization records of children aged 24 months or younger and record the immunization status in StarLINC, the WIC MIS system.

17.2 There shall be no loss of WIC Program benefits or required follow-up by the Contractor if the immunization records are not produced.

18. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral

Contractor Initials: RC

Date: 4/22/13

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

CSFP Responsibilities:

19. CSFP commodity foods shall be requested and accepted only in such quantities as can and will be used in accordance with the rates and recommended period of utilization designated by the State. Commodities shall not be sold, exchanged or otherwise disposed of without the specific written consent of the State. However, commodities may be transferred between Contractors upon the authorization of the State if determined to be in the best interest of the CSF Program.

20. Adequate facilities and personnel shall be provided by the Contractor for the proper care, handling, storage and distribution of commodities to properly safeguard against theft, spoilage, and other loss in accordance with federal and State statutes and rules. Failure to provide such care will require full restitution to and as determined by the State.

21. Commodities found to be damaged or out of condition and determined to be unfit for human consumption by Federal, State or local health officers or by other competent persons, shall be disposed of only in accordance with instructions from the State.

22. All books and records pertaining to the receipt and use of commodities shall be kept for a period of three years from the close of the federal fiscal year to which they pertain.

23. The State and the US Department of Agriculture reserve the right to inspect commodities in storage, the facilities used for storing such commodities and all records and reports pertaining to the distribution of commodities at any reasonable time.

CSFP Warehouse Responsibilities:

24. The Contractor agrees to promptly pay such reasonable service charges as are assessed by USDA, the State, or private shippers to cover storage, processing, handling and delivery costs for which they are responsible. All funds accruing from the sale of containers, salvage of commodities, reimbursement from insurance, or recoveries from loss or damage claims shall be used to either replace lost food, reimburse the U.S. Department of Agriculture, or used for allowable program costs of the State commodity program in accordance with applicable Federal regulations and instructions, and according to the direction and approval of the State.

25. Shortages in or damages to commodities received from USDA must be immediately reported to the State if the amount exceeds 5% of the total shipment. All other loss and damage to commodities or complaints shall be reported at least monthly to the State. Upon an event creating a claim in favor of the Contractor from loss or damage of commodities caused by warehouse staff, a carrier or other person, the Contractor shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the State.

26. The Contractor assures the State that in its administration of Food Distribution Programs, it will comply with all requirements imposed by or pursuant to Part 15, Subpart A of Title 7, CFR, of the regulations of the US Department of Agriculture including amendments thereto after the date of this agreement. Federal food assistance is extended in reliance on the representations made herein.

Contractor Initials: _____

Date: 4/22/13

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

WIC & CSFP Administrative Responsibilities:

28. The Contractor shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.

    28.1 A recommended ratio of 350-400 participants to one FTE staff person.

    28.2 A recommended ratio of 750-800 participants to one FTE nutritionist.

    28.3 The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.

    28.4 The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

    28.5 If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.

29. The Contractor shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC or CSFP services without specific written approval from the State.

    29.1 The Contractor shall assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.

30. The Contractor shall comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.

31. The Contractor shall notify the State about planned changes in key staff, clinic relocations, clinic closures, and other major changes in advance.

32. The Contractor shall conduct special projects as appropriate funding is received.

33. The Contractor shall complete and submit a quarterly time study of all WIC/CSFP staff utilizing forms and instructions provided by the State Agency.

34. The Contractor shall submit a report on their progress towards meeting performance measures

Contractor Initials: RG

Date: 4/22/13

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

BFPC Responsibilities:

1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program,

    1.1. The Contractor shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.

    1.2. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.

2. The Contractor shall administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.

    2.1 The Contractor shall assure adequate program support from local management.

    2.2 The appropriate definition of a peer counselor shall be:

        2.2.1 Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.

        2.2.2 Paraprofessionals provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.

        2.2.3 Must be recruited and hired from the target population.

        2.2.4 Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.

    2.3 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator at the local level.

    2.4 The Coordinator shall have defined job parameters and job descriptions for peer counselors.

    2.5 The Contractor shall provide adequate compensation and reimbursement of peer counselors.

    2.6 The Contractor shall assure training of local peer counseling management and clinic staff includes use of:

        2.6.1 Loving Support Through Peer Counseling: A Journey Together for WIC Managers training curriculum and presentations, and

        2.6.2 Loving Support Through Peer Counseling: A Journey Together for WIC Peer Counselors training curriculum and presentations.

    2.7 The Contractor shall adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.

    2.8 The Contractor shall assure adequate supervision and monitoring of peer counselors.

Contractor Initials: _____

Date: 4/22/13

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

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

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

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Contractor Initials: _____

Date: 4/22/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

WIC-CSFP-BFPC Services

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

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

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

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

Vendor #177203 B003

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

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

TOTAL: $1,977,206.00

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

Contractor Initials: RLL
Date: 4/22/13

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars ($300) and with a useful life beyond one year.

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Contractor Initials: RQ

Date: 4/22/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

Contractor Initials: _____

Date: 4/22/13

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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

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

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

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

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

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

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

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

Contractor Initials: RQ

Date: 4/22/13

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

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

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

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

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

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

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

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

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

Contractor Initials: RC

Date: 4/22/13

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

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

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

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

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

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

17. **Renewal:**

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

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Contractor Initials: R-Q

Date: 4/22/13

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials: RC

Date: 4/22/13

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: RC

Date: 9/22/13

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

   (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   (b) Establishing an ongoing drug-free awareness program to inform employee's about:

      (1) The dangers of drug abuse in the workplace;
      (2) The grantee's policy of maintaining a drug-free workplace;
      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

   (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

      (1) Abide by the terms of the statement; and

Contractor Initials: RC
Date: 4/22/13

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)
2 Industrial Park Drive, Concord, Merrimack County, NH 03301

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

Community Action Program Belknap-Merrimack Counties, Inc.

Contractor Name

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

Period Covered by this Certification

Ralph Littlefield, Executive Director

Name and Title of Authorized Contractor Representative

Contractor Representative Signature

4/22/13

Date

4/22/13

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

R-G
4/22/13

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

Contractor Initials: RC

Date: 4/22/13

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

   d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

4/22/13

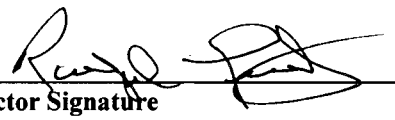
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

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

4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

4/22/13

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials: RG

Date: 4/22/13

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

Contractor Initials: RC

Date: 4/22/13

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

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: RE

Date: 4/22/13

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: RG

Date: 4/22/13

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: RC

Date: 4/22/13

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

DIVISION OF PUBLIC HEALTH SERVICES	COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
~~LISA L. BUJNO, MSN, APRN~~	RALPH LITTLEFIELD
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
4/22/13	4/22/13
Date	Date

4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

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

4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073997504

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

__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: _____

Contractor Initials: RQ

Date: 4/22/13

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

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

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

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

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

   RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate. Ralph Littlefield is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 22, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary-Clerk of the corporation this 22nd day of April, 2013.

Dennis T. Martino

Dennis T. Martino, Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 22nd day of April, 2013 by Dennis T. Martino.

Elaine N. Roundy

Notary Public/~~Justice of the Peace~~
My Commission Expires:

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

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

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

April 22, 2013
Date

Dennis T. Martino
Secretary/Clerk

SEAL

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: Karen Shaughnessy
FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER A: Arch Ins Co	11150
	INSURER B: Liberty Mutual Insurance Co	23043
	INSURER C: Philadelphia Indemnity Ins Co	18058
	INSURER D: N.H.M.M. JUA	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12-13 All lines **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

dlcampbell@dhhs.state.nh.u

Director
Div of Public Health SVCS
NH DHHS
29 Hazen Drive
Concord, NH 03301-6504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Perrin/JSC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

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

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PRODUCER	CONTACT NAME: Karen Shaughnessy
FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER A: Arch Ins Co	11150
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	INSURER D: N.H.M.M. JUA	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12-13 All lines **REVISION NUMBER:**

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

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

Directors & Officers coverage afforded by policy PHSD727025 & has a limit of $1,000,000. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

Director
Div of Public Health SVCS
NH DHHS
29 Hazen Drive
Concord, NH 03301-6504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Perrin/JSC

Community Action Program Belknap–Merrimack Counties, Inc.

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

April 3, 2013

Bobbie Aversa, BS
Contracts Administrator
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Subject: **Women, Infants and Children**
Contract SFY 14
Audit Ending February 28, 2013

Dear Ms. Aversa:

Community Action Program Belknap-Merrimack Counties, Inc. has contracted with Leone, McDonnell and Roberts (LMR), Certified Public Accountants to conduct the agency audit for the period ending February 28, 2013.

The audit firm will be conducting their review, testing and evaluation of the financial statements of the agency beginning June 2013.

The Board of Directors has scheduled LMR to present the financial statements at the regularly scheduled Board Meeting on September 12, 2013.

A copy of the approved audit will be sent by email to the State of New Hampshire the day after the meeting.

If you should have any questions, please feel free to contact Kathy Lavigne, Chief Accountant or myself at 603-225-3295. Thank you for your understanding of this matter.

Sincerely,

Brian F. Hoffman
Deputy Director

BFH:klh
WIC – audit 2-28-13 letter
cc: Main File – Agency Audit 2/28/2013
Kathy Lavigne, Chief Accountant
Jack Callahan, Leone, McDonnell and Roberts

COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.

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

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

INDEPENDENT AUDITORS' REPORT

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

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 29, 2012 and February 28, 2011, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 21, 2012 on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedules on pages 24 through 32 are presented for the purpose of additional analysis and are not a required part of the basic financial statements of the Organization. The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Leone, McDonnell & Roberts
Professional Association

August 21, 2012
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

ASSETS

	2012	2011
CURRENT ASSETS		
Cash	$ 2,114,892	$ 1,424,147
Accounts receivable	3,431,173	4,626,352
Prepaid expenses	438,993	403,639
Total current assets	5,985,058	6,454,138
PROPERTY		
Land and buildings	4,619,289	4,619,289
Equipment	5,909,477	5,851,172
	10,528,766	10,470,461
Less accumulated depreciation	(5,492,531)	(5,368,125)
Property, net	5,036,235	5,102,336
OTHER ASSETS		
Investments	74,291	67,929
Due from related party	139,441	139,441
Total other assets	213,732	207,370
TOTAL ASSETS	$ 11,235,025	$ 11,763,844

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of notes payable	$ 122,029	$ 132,907
Accounts payable	2,442,548	2,555,156
Accrued expenses	1,149,313	996,135
Refundable advances	1,504,542	1,750,219
Total current liabilities	5,218,432	5,434,417
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	1,871,566	1,991,881
Total liabilities	7,089,998	7,426,298
NET ASSETS		
Unrestricted	3,127,371	3,369,797
Temporarily restricted	1,017,656	967,749
Total net assets	4,145,027	4,337,546
TOTAL LIABILITIES AND NET ASSETS	$ 11,235,025	$ 11,763,844

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 29, 2012

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	FEDERAL EXPENDITURES
US DEPT. OF HEALTH AND HUMAN SERVICES		
Head Start	93.600	$ 3,193,684
ARRA-Early Head Start Expansion	93.709	301,156
Through State of New Hampshire		
Weatherization-HRRP	93.568	111,255
Fuel Assistance	93.568	5,014,215
Fuel Assistance-SEAS	93.044	6,626
Title III Part C	93.045	843,314
Community Services Block Grant	93.569	462,048
Title XX - Block Grant	93.667	458,550
Family Planning	93.217	179,719
Family Planning	93.558	42,392
Family Planning	93.940	2,809
Family Planning - Workforce Grant	93.779	11,977
Obesity Prevention	93.283	3,251
Title III Part B Rural Transportation	93.044	239,848
TANF - Home Visiting	93.558	38,322
Prenatal	93.994	26,106
Merrimack County Service Link Program	93.778	73,644
Merrimack County Service Link Program	93.052	20,572
Merrimack County Service Link Program	93.667	8,843
Merrimack County Service Link Program	93.048	21,026
Merrimack County Service Link Program	93.779	20,071
Merrimack County Service Link Program	93.071	1,322
Elder Services/NSIP	93.053	194,308
Through Southern New Hampshire Services		
NHEP-Job Club	93.558	50,805
NHEP-Community Work Experience	93.558	22,702
Work Skills Work Experience-Workplace Success	93.558	224,350
Through Lakes Region Partnership for Public Health		
MIPPA	93.518	1,625
MIPPA	93.779	4,875
MIPPA	93.791	5,882
		11,585,297
US DEPARTMENT OF AGRICULTURE		
Through State of New Hampshire		
WIC	10.557	679,883
CSFP	10.565	1,015,866
Senior Farmers Market	10.576	91,042
Surplus Food-TEFAP-Admin	10.568	105,709
Surplus Food-TEFAP	10.569	1,029,134
CACF Head Start/USDA	10.558	202,000
Summer Food-USDA	10.559	107,707
		3,231,341

CORPORATION FOR NATIONAL SERVICES		
Senior Companion	94.016	349,020
US DEPARTMENT OF TRANSPORTATION		
Through State of New Hampshire		
Concord Area Transit	20.509	604,876
Concord Area Transit-New Freedom	20.521	9,921
Winnipesaukee Transit System	20.509	55,420
Trolley Program	20.509	45,065
ARRA-Concord Area Transit	20.509	286,900
ARRA-Concord Area Transit-Vehicles	20.509	179,643
5310 Capital Advance	20.513	55,966
		1,237,791
US DEPARTMENT OF JUSTICE		
Through State of New Hampshire		
ARRA-Therapeutic Classroom	16.801	33,561
Greater Lakes Child Advocacy Center	16.543	12,375
Merrimack County Service Link - NHPOA	16.528	776
		46,712
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
Newbury Elderly Housing	14.157	110,687
Through New Hampshire Housing Finance Authority		
Statewide Lead Abatement Program	14.900	1,395,931
Through State of New Hampshire		
Home Program	14.239	200,551
ESG - New Start/Outreach Program	14.235	168,770
Homeless Prevention	14.235	22,840
ARRA-Homeless Prevention & Rapid Re-housing	14.257	238,602
Supportive Housing Services	14.235	58,683
		2,196,064
US DEPARTMENT OF ENERGY		
Through State of New Hampshire		
Weatherization	81.042	156,234
ARRA-Weatherization	81.042	2,003,122
MH Park Weatherization	81.042	217,998
		2,377,354
US DEPARTMENT OF LABOR		
Through State of New Hampshire		
Senior Community Service Employment	17.235	605,636
Through Southern New Hampshire Services		
WIA-Adult Program	17.258	90,976
ARRA-WIA Adult Program	17.258	1,057
WIA-Dislocated Worker Program	17.260	160,827
ARRA-Dislocated Worker Program	17.260	7,410
ARRA-WIA Discretionary	17.258	11
ARRA-WIA Dislocated Discretionary	17.260	384
		866,301

Homeland Security			
Through State of New Hampshire			
Emergency Management Performance Grant	97.042		25,000
Through United Way			
Emergency Food and Shelter Program	97.024		9,674
			34,674
TOTAL AWARDS EXPENDED		$	21,924,554

NOTE A - BASIS OF PRESENTATION

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations."

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

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

STATEMENT OF PURPOSE

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

Community Action Program Belknap–Merrimack Counties, Inc.

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

BOARD OF DIRECTORS

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

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

enr

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Community Action Program Belknap-Merrimack Cts. Inc.

Name of Bureau/Section: Bur. of Population Health/Healthy Eating Section

BUDGET PERIOD:	SFY 14	July 1, 2013-June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Ralph Littlefield -Executive Director	$116,284	0.00%	$0.00
Brian Hoffman - Deputy Director	$103,940	0.00%	$0.00
Susan Wnuk - Director Community Health & Nutrition	$65,589	59.99%	$39,347.72
Kristina Thompson -WIC/CSFP Program Manager	$47,736	100.00%	$47,736.00
Denise Normandin - Nutrition Coordinator	$49,725	100.00%	$49,725.00
Jamie Huddleston -Breastfeeding Peer Counseling Program Coordinator - Nutritionist	$33,275	100.00%	$33,274.80
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			**$170,083.52**

BUDGET PERIOD:	SFY 15	July 1, 2014-June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Ralph Littlefield -Executive Director	$116,284	0.00%	$0.00
Brian Hoffman - Deputy Director	$103,940	0.00%	$0.00
Susan Wnuk - Director Community Health & Nutrition	$65,589	59.99%	$39,347.72
Kristina Thompson -WIC/CSFP Program Manager	$47,736	100.00%	$47,736.00
Denise Normandin - Nutrition Coordinator	$49,725	100.00%	$49,725.00
Jamie Huddleston -Breastfeeding Peer Counseling Program Coordinator - Nutritionist	$33,275	100.00%	$33,274.80
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			**$170,083.52**

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

RALPH LITTLEFIELD

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

EDUCATION

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

EMPLOYMENT

January 1980 – Present
Community Action Program Belknap-Merrimack Counties, Inc.
Executive Director

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

June 1978 – January 1980
Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978
Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975
Southwestern Community Services, Inc., Keene, New Hampshire
Program Coordinator-Food Stamp Program, Green Thumb Project, Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

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

June 1971 – General Services Director

BRIAN F. HOFFMAN

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

WORK EXPERIENCE

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

EDUCATION

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

PROFESSIONAL ASSOCIATIONS

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

SUSAN M. WNUK

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

EXPERIENCE

1992 to Present — **COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**
Director, Community Health and Nutrition Services

- Responsible for overall management of the WIC, and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, STD clinics, HIV Counseling and Testing Services
- Oversee planning, development, implementation and coordination of all program services for multiple programs and clinic locations
- Fiscal management including budget preparation, monitoring, fundraising, and reports for $1.6 million operating budget
- Oversee special grant projects including Fit WIC, Teen Pregnancy Prevention Project
- Participation in Smoking Cessation Learning Collaborative
- Development and implementation of policies and procedures
- Responsible for grant management and report preparation

1991-1992 — Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services

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

1989-1992 — Director, Family Planning, STD Clinics and HIV counseling and Testing Services

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

1987-1989 — Director, Family Planning and HIV Counseling and Testing Services

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

1986-1987 — Family Planning Program Director

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

1980-1985 — **CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE**
Social Worker – Social Services Department

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

EDUCATION

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

PROFESSIONAL ASSOCIATIONS

Board of Directors and Committees

- National Commodity Supplemental Food Program Association – Board of Directors 1999-2000
  Vice President 2010 – President 2011
- New Hampshire WIC Directors Association – 1992-Present
  Chairperson 2010-present Secretary 2000-2008
- Health First Family Care Center – Board of Directors January 2009 - present
- Lakes Region Partnership for Public Health - Board of Directors 2005-present
- Central New Hampshire Health Care Partnership – Founding member 2008 - present
- HEAL - Practice Committee 2009-present
  Lakes Region HEAL- 2009- present
  CCNTR HEAL – 2009-present
- Bi-State Primary Care Association – Government Relations Committee 2004-present
- Whole Village Family Resource Center – Board of Directors 1995-2000
  Chair Personnel Committee 1996-2000
- Capital Area Wellness Coalition - 2010-present

Government

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

Memberships

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

COMMUNITY & VOLUNTEER

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

Kristina L. Thompson

Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
(603) 225-2050 / Kthompson@bm-cap.org

OBJECTIVE: To utilize my education and experience to obtain a challenging position in the community setting of health care.

EDUCATION:
SUNY Morrisville; Morrisville, New York
-A.A.S. in Nutrition, May 1996 GPA 3.5
-American Dietetic Association approved practicum.
450 supervised hours in long term care, hospital, and community nutrition.
Niagara University; Niagara, New York -B.S. in Travel and Tourism, May. 1992

WORK EXPERIENCE:

01/08-Current — Community Action Program Belknap-Merrimack Counties, Inc. Concord, NH
Program Manager
- Oversee day-to-day operations of WIC/CSFP programs
- Providing nutritional counseling to individuals and families.
- Assist with the certification of participants on the WIC program.
- Develop and organize tri-monthly newsletters and bulletin boards.
- Assist with implementation of special projects goals and objectives.
-Coordinate and over see the outreach component for WIC/CSFP/FMNP.
-Certified Lactation Consultant (CLC)

04/06-12/07 — Southern N.H. Services, Manchester, NH
Nutrition Coordinator, WIC Program
- Plan and implement annual Nutrition Education Goals and Objectives.
- Update job descriptions, hire staff and monitor performance, complete annual performance evaluations, provide job training.
- Develop and implement program procedures and ensure coordination with all staff members.
- Monitor quality of services to ensure program integrity.
- Monitor medical supply budget and order supplies as needed.
- Continue with all WIC Nutritionist/Lead Nutritionist duties stated below.

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

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

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

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

VOLUNTEER: Big Brother Big Sister.

DENISE P. NORMANDIN RD, LD

Community Action Program Belknap-Merrimack Counties, Inc.

PO Box 1016, Concord, NH 03302-1016

(603) 225-2050 - dnormandin@bm-cap.org

LICENSE:

STATE OF NEW HAMPSHIRE

January 2007- Current Licensed Dietitian - License No. 480

REGISTRATION/CERTIFICATIONS:

THE COMMISSION ON DIETETIC REGISTRATION

October 2006-Current Registered Dietitian

April2010 Childhood and Adolescence Weight Management-Certification

November 2011 Adult Weight Management- Certification

EDUCATION:

June 2006 Dietetic Internship Program
KEENE STATE COLLEGE of the University System of New Hampshire, Keene, New Hampshire

May 1997 Bachelor of Science Degree, Human Nutrition & Dietetics
COLORADO STATE UNIVERSITY, Fort Collins, Colorado

May 1994 Associate in Arts Degree, General Studies
KEENE STATE COLLEGE of the University System of New Hampshire, Keene, New Hampshire

PROFESSIONAL EXPERIENCE:

November 2012- Present Community Action Program Belknap-Merrimack Counties, Inc. WIC and CSFP Programs, Concord, New Hampshire
Nutrition Coordinator

Serve as a Nutritionist in Public Health. Conduct nutrition assessment and risk evaluation of WIC and Head Start participants. Participate in patient-centered counseling. Work with various State agencies to coordinate care of participants. Implement and coordinate Fit WIC to promote physical activity of 3-5 year old participants.

November 2011- November 2012 SUN BRIDGE HEALTHCARE, Wolfeboro, New Hampshire
Long-term Care Dietitian

Function as a member of the healthcare team by participating in direct patient care. Conduct nutritional assessments and care plans for long-term care and rehabilitation patients. Provide nutrition recommendations to healthcare team. Conduct nutrition education with patients and families as appropriate. Participated in mock and State compliance surveys.

August 2006 - November 2011 HUGGINS HOSPITAL, Wolfeboro, New Hampshire
Clinical and Outpatient Dietitian

Function as a member of the healthcare team by participating in direct patient care. Conduct nutritional assessments and care plans for acute care and transitional care patients. Provide nutrition recommendations to healthcare team. Conduct nutrition education with patients and families as appropriate. Provide nutrition in-services and education to staff and community members. Conduct outpatient nutrition education and evaluation for Medical Nutrition Therapies. Participate in quality assurance and evaluation, professional development trainings and meetings.

PROFESSIONAL EXPERIENCE (continued):

December 2008- AMERICAN HEART ASSOCIATION, Founders Affiliate, Gilford, New Hampshire
October 2009 *Director, State Health Alliances- New Hampshire and Vermont*

Established and maintained relationships with key state-wide stakeholders to improve cardiovascular and stroke system of care throughout the States' of New Hampshire and Vermont. Position involved working with high-level professionals within State agencies, hospitals and emergency response teams on building an improved network of care to benefit patients suffering from cardiovascular-related injuries. Participated in coalition meetings, advocacy efforts, departmental work groups and national and affiliate trainings. Administrative duties included, developing budgets, PowerPoint presentations and preparing status reports and strategic plans.

August 1999- AMERICAN HEART ASSOCIATION, Northeast Affiliate, Gilford, New Hampshire
October 2004 *Program Manager of Quality Improvement Initiatives*

Managed the Get With The GuidelinesSM (GWTG) Program and pilot sites throughout the Northern New England and Massachusetts areas from a home-based office. Position involved working with acute-care hospitals on an in-patient continuous quality improvement program for coronary artery disease and stroke patients. Responsibilities included negotiating and building consensus among health professionals, acting as a hospital liaison to identifying program "champions", and mobilize hospital teams to implement in-hospital system changes. Promoting and selling of the programs' web-based patient management tool for data collection. Other responsibilities included organizing professional conferences and group strategy meetings, on-going assessment of quality improvement activities via on-site hospital visits, reviewing monthly/quarterly data reports, communicating with key volunteer champions, establishing and maintaining relationships with key partners; Departments of Public Health, Hospital Associations, Peer Review Organizations and Merck. Participated in departmental work groups and national team training meetings. Administrative duties included, developing PowerPoint presentations, writing grant proposals, preparing status reports, strategic plans and budgets. Served as a consultant to field staff as program expanded nationally.

March 1998- AMERICAN HEART ASSOCIATION, New England Affiliate, Framingham, Massachusetts
August 1999 *Metro Boston Program Director*

Managed the American Heart Association's worksite, healthcare site and community site programs within the Metro Boston area. This included planning, marketing and logistics for several programs, health awareness events and professional education programs. Position involved the recruitment and coordination of speakers, exhibitors, volunteers, companies and participants. Developed appropriate timelines, budgets and training materials. Secured pharmaceutical educational grant support. Recruited, trained, organized, directed and staffed several volunteer committees. Successfully communicated among various departments and staff within all levels of the organization. Prepared and managed annual budgets for metro Boston programs. Participated and presented program outcomes at National and Affiliate meetings.

June 1997- AMERICAN HEART ASSOCIATION, ME, NH, VT Affiliate, Inc. Yarmouth, Maine
March 1998 *Program Coordinator*

Managed and implemented Slim for life, a nutrition education and weight management program throughout Maine. Established and maintained partnerships with state-based organizations. Recruited and hired registered dietitians. Scheduled and secured several community-based classes. Developed and marketed the program through printed materials including, public service announcements, brochures, posters and news releases. Worked with providers to coordinate reimbursement to insured participants. Worked cross-functionally with staff members.

JAMIE W. HUDDLESTON, IBCLC, RLC

Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
(603) 225-2050 / Jhuddleston@bm-cap.org

EDUCATION

Keene State College, Keene, New Hampshire *May 1998*
Bachelor of Science: Home Economics with specialization in *Dietetics.*

Certification with International Board of Lactation Consultant Educators *July 2006*

WORK EXPERIENCE

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

Nutritionist:
- Provide nutrition education and counseling to low-income women, infants and children.

Breastfeeding Coordinator:
- Provide comprehensive breastfeeding promotion and support to mothers.
- Maintain electric breastpump rentals.
- Coordinate and supervise WIC Breastfeeding Peer Counselors.
- Write tri-monthly breastfeeding newsletter article and develop coordinating bulletin board.

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

Nutritionist:
- Provide nutrition education and counseling to low-income women, infants and children.
- Perform assessments of diets, and collect anthropometric data and hemoglobin levels.
- Coordinate provision of special infant formula to high risk babies.

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

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

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

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

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

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

Immunization Coordinator:
- Review immunization records of infants to 3 years to bring them up-to-date with CDC guidelines.
- Communicate with physicians to obtain and update immunization records.

- Report to staff percentages of infants and children immunized.

WIC on Wheels Site Coordinator:

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

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

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

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

Bidder/Program Name: Community Action Program of Belknap & Merrimack Counties, Inc.

Budget Request for: Bureau of Population Health & Community Services
(Name of RFP)

Budget Period: SFY 2014-Combined Total

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 546,784.00	$ 20,657.00	$ 567,441.00	direct assignment of hours by fiscal/secretarial
2. Employee Benefits	$ 169,423.00	$ 7,138.00	$ 176,561.00	actual per employee hours
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 3,750.00	$ -	$ 3,750.00	
Purchase/Depreciation	$ 500.00	$ -	$ 500.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 800.00	$ -	$ 800.00	
Lab	$ 5,610.00	$ -	$ 5,610.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 1,890.00	$ -	$ 1,890.00	
Office	$ 25,755.00	$ 1,000.00	$ 26,755.00	allocated equally all programs
6. Travel	$ 36,810.00	$ -	$ 36,810.00	
7. Occupancy	$ 126,834.00	$ 7,251.00	$ 134,085.00	based on square footage
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 6,505.00	$ 1,890.00	$ 8,395.00	allocated equally all programs
Postage	$ 5,725.00	$ 890.00	$ 6,615.00	based on actual usage from postage meter code
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ 2,800.00	$ -	$ 2,800.00	
Insurance	$ 11,841.00	$ -	$ 11,841.00	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 3,200.00	$ -	$ 3,200.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ 1,850.00	$ 800.00	$ 2,650.00	allocated equally all programs
Direct Services				
Criminal Background check 250.00				
Job advertising – 750.00				
Membership Fees - 200.00				
Job Advertsing - 250.00				
Random Drug Screen for Staff - 150.00				
Membership NCSFPA - 250.00				
Indirect Fixed				
Computer Services - 800.00				
TOTAL	**$ 950,077.00**	**$ 39,626.00**	**$ 989,703.00**	
Indirect As A Percent of Direct		4.2%		

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	**$ 989,703.00**
Reconciliation - (this line must be equal to or greater than $0)	**$ -**

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

Bidder/Program Name: Community Action Program of Belknap & Merrimack Counties, Inc.

Budget Request for: Bureau of Population Health & Community Services
(Name of RFP)

Budget Period: SFY 2015-Combined Total

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 546,784.00	$ 20,657.00	$ 567,441.00	direct assignment of hours by fiscal/secretarial
2. Employee Benefits	$ 169,423.00	$ 7,138.00	$ 176,561.00	actual per employee hours
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 3,750.00	$ -	$ 3,750.00	
Purchase/Depreciation	$ 500.00	$ -	$ 500.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 800.00	$ -	$ 800.00	
Lab	$ 5,610.00	$ -	$ 5,610.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 1,890.00	$ -	$ 1,890.00	
Office	$ 25,755.00	$ 1,000.00	$ 26,755.00	allocated equally all programs
6. Travel	$ 36,810.00	$ -	$ 36,810.00	
7. Occupancy	$ 126,834.00	$ 7,251.00	$ 134,085.00	based on square footage
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 6,505.00	$ 1,890.00	$ 8,395.00	allocated equally all programs
Postage	$ 5,725.00	$ 890.00	$ 6,615.00	based on actual usage from postage meter code
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ 2,800.00	$ -	$ 2,800.00	
Insurance	$ 11,841.00	$ -	$ 11,841.00	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ 1,850.00	$ 800.00	$ 2,650.00	allocated equally all programs
Direct Services				
Criminal Background check 250.00				
Job advertising – 750.00				
Membership Fees - 200.00				
Job Advertsing - 250.00				
Random Drug Screen for Staff - 150.00				
Membership NCSFPA - 250.00				
Indirect Fixed				
Computer Services - 800.00				
TOTAL	**$ 947,877.00**	**$ 39,626.00**	**$ 987,503.00**	

Indirect As A Percent of Direct 4.2%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	**$ 987,503**
Reconciliation - (this line must be equal to or greater than $0)	**$ -**