



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 1, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Southern New Hampshire Services, Inc. (Vendor #177198 B006), 40 Pine Street, PO Box 5040, Manchester, New Hampshire 03108, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services, in an amount not to exceed \$3,061,126.00, to provide public health nutrition services to low income women, children, and seniors, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015. Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust within the price limitation and amend the related terms of the contract without further approval from Governor and Council.

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

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows include SFY 14 and SFY 15 entries for various job numbers and a sub-total for SFY 14.

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 15	102-500734	Contracts for Prog Svc	90006041	100,668.00
			Sub-Total	\$1,530,413.00
			Total	\$3,061,126.00

EXPLANATION

Funds in this agreement will be used by Southern New Hampshire Services, Inc. to provide direct nutrition services monthly to 11,310 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Hillsborough and Rockingham Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 11,310 clients in Hillsborough and Rockingham Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

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

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

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

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$2,295,714 for Hillsborough County only. A second agency was contracted to provide services in Rockingham County in SFY 2012 and SFY 2013 in the amount of \$865,402. This represents a decrease of \$99,990 in SFY 2014 and SFY 2015 for the combined service area. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

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

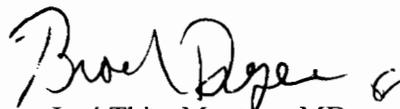
- 62% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.
- 16% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 75% of WIC infants will be breastfed.
- 26% of WIC participants will exclusively breastfeed until 3 months and 12% of WIC participants will exclusively breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Hillsborough and Rockingham Counties.

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

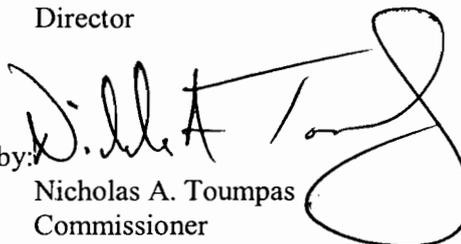
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/lr

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

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

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

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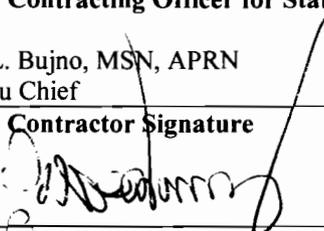
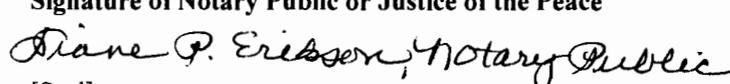
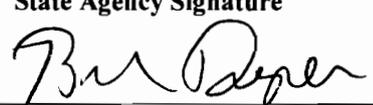
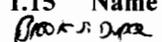
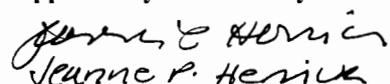
Subject: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

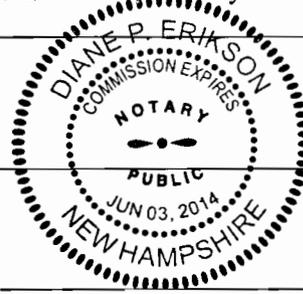
AGREEMENT

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 Southern New Hampshire Services, Inc.		1.4 Contractor Address 40 Pine Street PO Box 5040 Manchester NH 03108	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 010-090-5260-102-500734	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$3,061,126
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 Gale F. Hennessy, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>3/4/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Diane P. Erikson, Administrative Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory  Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Jeanne P. Herick, Attorney</u> On: <u>11 Apr. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			




3-4-13

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:
Date:

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Southern New Hampshire Services, Inc.

**ADDRESS: 40 Pine Street, PO Box 5040
Manchester NH 03108**

Executive Director: Gale Hennessy

TELEPHONE: 603-668-8010

The Contractor shall:

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

1.1 Culturally and Linguistically Appropriate Standards of Care

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

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

1.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 8,389 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 2,921 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

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

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

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.

3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
 - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
 - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.

4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
 - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.

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

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

7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
 - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
 - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.

8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
 - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

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

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

CSFP Responsibilities:

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

CSFP Warehouse Responsibilities:

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

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

WIC & CSFP Administrative Responsibilities:

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

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

BFPC Responsibilities:

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

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

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

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

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Southern New Hampshire Services, Inc.

**ADDRESS: 40 Pine Street, PO Box 5040
Manchester NH 03108**

**Executive Director: Gale Hennessy
TELEPHONE: 603-668-8010**

Vendor #177198 B006

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

Amount	Appropriation #	Job #	Funding Source	CFDA #	Federal Funds
\$400,344	010-090-5260-102-500734	90006001	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$137,388	010-090-5260-102-500734	90006002	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$1,280,110	010-090-5260-102-500734	90006003	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$511,696	010-090-5260-102-500734	90006004	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$201,636	010-090-5260-102-500734	90006041	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$406,564	010-090-5260-102-500734	90006007	Commodity Supplemental Food Program (USDA)	10.565	100%
\$123,388	010-090-5260-102-500734	90006022	WIC Breastfeeding Peer Counseling Program (USDA)	10.557	100%

TOTAL: \$3,061,126

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

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

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

Contractor Initials: CPA

Date: 3-4-13

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.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

**Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Southern New Hampshire Services, Inc.

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

Contractor Name

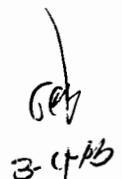
Period Covered by this Certification

Gale F. Hennessy, Executive Director

Name and Title of Authorized Contractor Representative


Contractor Representative Signature

3-1-13
Date



NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

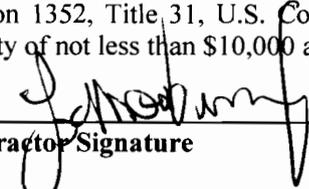
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

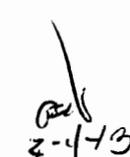
Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015.

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

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

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

	Executive Director
Contractor Signature	Contractor's Representative Title
Southern New Hampshire Services, Inc.	3-1-13
Contractor Name	Date



NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

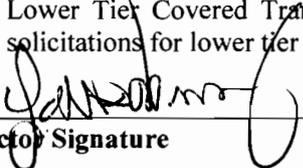
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b.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

Lower Tier Covered Transactions

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

 _____ Contractor Signature	Executive Director _____ Contractor's Representative Title
Southern New Hampshire Services, Inc. _____ Contractor Name	3.4-13 _____ Date

Handwritten initials
 3.11-13

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

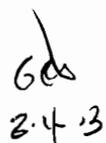
Executive Director
Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

2-4-13

Date



NH Department of Health and Human Services

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

Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

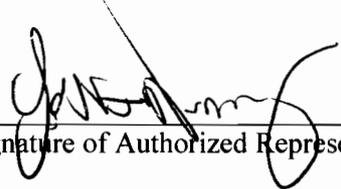
DIVISION OF PUBLIC HEALTH SERVICES

Southern New Hampshire Services, Inc.

The State Agency Name

Name of Contractor

Signature of Authorized Representative


Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Gale F. Hennessy

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

Executive Director

Title of Authorized Representative

Title of Authorized Representative

Date

3-4-13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

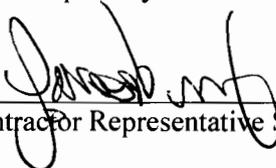
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

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

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

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

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



(Contractor Representative Signature)

Gale F. Hennessy, Executive Director
(Authorized Contractor Representative Name & Title)

Southern New Hampshire Services, Inc.
(Contractor Name)

3-4-13
(Date)


3-4-13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 088584065

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

NO YES

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

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

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

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

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

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Nancy Guthrie, of Southern New Hampshire Services, Inc., do hereby certify that:

- 1. I am the duly elected Secretary of Southern New Hampshire Services, Inc.;
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on September 27, 2012;

RESOLVED: That this corporation enters into a contract 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 contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

Gale F. Hennessy is the duly elected Executive Director of the corporation.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 4, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 4th day of March, 2013.

Nancy Guthrie
Nancy Guthrie, Secretary

STATE OF New Hampshire
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 4th day of March, 2013 by Nancy Guthrie.



Diane P. Erikson
Notary Public/Justice of the Peace
My Commission Expires: June 3, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2013

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

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

PRODUCER FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Southern NH Services P.O. Box 5040 Manchester NH 03108		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: MEMIC Indemnity Company NAIC # 11030 INSURER C: INSURER D: 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/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY		PHPK959421	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000			
	<input checked="" type="checkbox"/> Employee Benefits					PERSONAL & ADV INJURY \$ 1,000,000			
	<input checked="" type="checkbox"/> Professional Liab					GENERAL AGGREGATE \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
A	AUTOMOBILE LIABILITY		PHPK959421	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$			
						Underinsured motorist \$ 1,000,000			
						EACH OCCURRENCE \$ 5,000,000			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PHUB406269	12/31/2012	12/31/2013	AGGREGATE \$			
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					\$			
	DED	RETENTION \$						\$	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		3102801290 (3a.) ME & NE All officers included	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 500,000			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N					N/A	E.L. EACH ACCIDENT \$ 500,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000		
							E.L. DISEASE - POLICY LIMIT \$ 500,000		
A	Crime		PHPK959421	12/31/2012	12/31/2013	Fidelity \$250,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

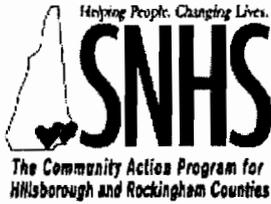
NH Dept of Health & Human Services
 Division of Public Health Services
 Healthy Eating & Physical Activity Sectio
 29 Hazen Drive
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Laura Perrin/JSC *Laura Perrin*



SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Program for Hillsborough and Rockingham Counties

Mailing Address: PO Box 5040, Manchester, NH 03108
40 Pine Street, Manchester, NH 03103
Telephone: (603) 668-8010 Fax: (603) 645-6734
www.SNHS.org

Executive Director
Gale F. Hennessy

Deputy Director
Fiscal Officer
Michael O'Shea

Chief Operating Officer
Deborah Gosselin

April 2, 2013

Outreach Offices in Hillsborough County:

Manchester (03103)
160 Silver Street
Tel: (603) 647-4470

Nashua (03060)
134 Allds Street
Tel: (603) 889-3440

Greenville (03048)
Greenville Falls
56 Main Street
Tel: (603) 878-3364

Peterborough (03458)
46 Concord Street
Tel: (603) 924-2243

Hillsboro (03244)
63 West Main Street
Tel: (603) 464-5835

Outreach Offices in Rockingham County:

Derry (03038)
9 Crystal Avenue, Ste 1
Tel: (603) 965-3029

Portsmouth (03801)
4 Cutts Street
Tel: (603) 431-2911

Raymond (03077)
55 Prescott Road
Tel: (603) 895-2303

Salem (03079)
Salem Town Hall
33 Geremonty Drive
Tel: (603) 893-9172

Seabrook (03874)
638 Lafayette Road
Tel: (603) 474-3507

NH DHHS
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301-6504

To Whom It May Concern:

SNHS audited financial statement for FYE 7/31/2012 is in draft.
Our engaged auditors anticipate that it will be available by mid April.

We will email you a copy as soon as we receive it. In the interim, a draft copy is available should you wish to have one.

Thank you!

Sincerely yours,

Gale F. Hennessy
Executive Director

Southern New Hampshire Services, Inc.

**Independent Auditors' Report
and
Management's Financial Statements**

July 31, 2011

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

JULY 31, 2011

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Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

www.rlbc.com
accting@rlbc.com

41 Bates Street
Portland, Maine 04103

Tel: (207) 775-1717
Fax: (207) 775-7103

INDEPENDENT AUDITORS' REPORT

April 30, 2012

To the Board of Directors of
Southern New Hampshire Services, Inc.
Manchester, New Hampshire

We have audited the accompanying combined statements of financial position of Southern New Hampshire Services, Inc., as of July 31, 2011 and 2010, and the related combined statements of activities, functional expenses, and cash flows for the years then ended. These combined financial statements are the responsibility of Southern New Hampshire Services, Inc.'s management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined 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 combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. as of July 31, 2011 and 2010, and the changes in its 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 April 30, 2012, on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

Ron L. Beaulieu & Co.

Certified Public Accountants

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF FINANCIAL POSITION
JULY 31,

ASSETS	2011	2010
CURRENT ASSETS		
Cash	\$ 5,429,806	\$ 6,672,606
Investments	2,198,292	1,633,892
Contracts receivable (net)	5,204,746	2,764,314
Accounts receivable (net)	332,885	75,546
Prepaid expenses	323,053	287,283
Total current assets	13,488,782	11,433,641
FIXED ASSETS		
Land	5,185,679	4,426,539
Buildings and improvements	61,189,023	57,728,349
Vehicles and equipment	1,946,917	1,822,699
Construction in progress	159,500	-
Total fixed assets	68,481,119	63,977,587
Less - accumulated depreciation	(17,005,299)	(15,287,665)
Net fixed assets	51,475,820	48,689,922
OTHER ASSETS		
Restricted cash	3,060,135	2,739,804
Miscellaneous other assets	298,844	161,934
Total other assets	3,358,979	2,901,738
TOTAL ASSETS	\$ 68,323,581	\$ 63,025,301
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 642,582	\$ 2,135,115
Accrued payroll and payroll taxes	520,066	438,472
Accrued compensated absences	758,027	521,115
Accrued other liabilities	272,512	346,941
Deferred revenue	3,396,775	2,779,289
Over applied overhead	388,599	252,947
Tenant security deposits	265,336	217,027
Current portion of long-term debt	172,602	163,091
Total current liabilities	6,416,499	6,853,997
LONG-TERM DEBT , less current portion	58,720,030	55,207,385
TOTAL LIABILITIES	65,136,529	62,061,382
NET ASSETS		
Unrestricted	3,187,052	963,919
TOTAL LIABILITIES AND NET ASSETS	\$ 68,323,581	\$ 63,025,301

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31,

	2011	2010
REVENUES		
Grant/contract support	\$ 34,848,866	\$ 35,270,125
Program service fees	263,104	508,070
Local funding	70,574	109,795
Rental income	6,051,491	5,592,886
Gifts and contributions	333,403	331,521
Special events and activities	26,436	130,640
Memberships	22,983	62,622
Interest income	14,818	13,004
Unrealized gain (loss) on investments	160,288	173,193
Revenue from commercial products	8,993	66,190
In-kind	1,034,912	1,116,492
Transfer from RCA acquisition	1,582,641	-
Miscellaneous	1,534,799	1,341,400
TOTAL REVENUES	45,953,308	44,715,938
EXPENSES		
Program services:		
Child Development	6,169,774	6,295,743
Community Services	1,525,600	2,302,708
Economic and Workforce Development	10,254,199	10,374,648
Energy	13,683,598	14,432,976
Hispanic-Latino Community Services	437,761	404,235
Housing and Homeless	75,163	72,385
Nutrition and Health	1,660,271	1,471,717
Special Projects	617,939	954,234
Volunteer Services	181,568	219,943
SNHS Management Corporation	1,202,170	1,147,200
Housing Corporations	6,406,742	5,875,282
Total program services	42,214,785	43,551,071
Support services:		
Management and general	1,515,390	1,498,709
TOTAL EXPENSES	43,730,175	45,049,780
INCREASE (DECREASE) IN NET ASSETS	2,223,133	(333,842)
NET ASSETS - AUGUST 1	963,919	1,297,761
NET ASSETS - JULY 31	\$ 3,187,052	\$ 963,919

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2011

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
Payroll	\$ 3,128,764	\$ 862,834	\$ 2,045,485	\$ 1,313,574	\$ 263,081	\$ 49,391	\$ 816,761
Payroll taxes	304,278	74,031	183,534	126,616	28,005	5,175	81,987
Fringe benefits	698,413	119,913	282,074	263,937	27,601	12,841	124,866
Workers comp. insurance	25,466	5,086	4,318	8,193	1,306	727	10,036
Retirement benefits	133,923	54,141	99,129	72,854	3,378	-	27,621
Consultant and contractual	59,869	63,742	4,459,078	3,243,045	23,336	209	18,585
Travel and transportation	38,605	25,320	61,809	74,496	14,453	2,167	44,376
Conferences and meetings	657	14,218	7,402	19,116	385	-	675
Occupancy	378,874	26,197	753,931	65,653	49,369	1,906	105,370
Advertising	2,894	2,143	766	3,322	-	-	4,154
Supplies	142,912	30,605	50,537	36,908	3,362	43	49,877
Equip. rentals and maintenance	18,806	5,073	25,022	35,118	544	-	17,397
Insurance	8,065	46,252	2,227	20,669	-	-	5,709
Telephone	39,877	23,154	53,915	34,280	6,222	1,185	30,375
Postage	3,609	1,675	2,541	36,373	119	-	3,283
Printing and publications	6,445	5,630	-	1,103	699	-	-
Subscriptions	-	2,443	-	-	-	-	-
Program support	-	76,923	325	-	-	-	-
Interest	17,368	-	-	-	-	-	-
Depreciation	34,559	5,609	6,357	15,216	2,706	-	15,578
Assistance to clients	520	-	1,845,643	8,292,950	-	1,452	55,553
Other direct expense	85,881	28,051	366,004	19,672	-	-	242,392
Miscellaneous	5,077	52,560	4,102	503	13,195	67	5,676
In-kind	1,034,912	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
Indirect costs	-	-	-	-	-	-	-
TOTAL	\$ 6,169,774	\$ 1,525,600	\$ 10,254,199	\$ 13,683,598	\$ 437,761	\$ 75,163	\$ 1,660,271

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2011

	Program Services					Support Services		Total Expenses
	Special Projects	Volunteer Services	SNHS		Total Program Services	Management and General		
			Management Corporation	Housing Corporations				
Payroll	\$ 103,320	\$ 126,251	\$ 296,670	\$ 1,282,081	\$ 10,288,212	\$ 875,409	\$ 11,163,621	
Payroll taxes	10,530	11,912	20,375	122,230	968,673	69,097	1,037,770	
Fringe benefits	4,660	16,057	48,600	263,513	1,862,475	106,749	1,969,224	
Workers comp. insurance	1,132	265	3,671	36,365	96,565	4,701	101,266	
Retirement benefits	7,765	6,289	18,590	90,011	513,701	79,898	593,599	
Consultant and contractual	395,055	5,100	75,990	169,477	8,513,486	120,763	8,634,249	
Travel and transportation	5,888	2,103	117,651	19,902	406,770	7,421	414,191	
Conferences and meetings	25,098	90	40,054	2,831	110,526	844	111,370	
Occupancy	7,156	-	207,801	2,220,267	3,816,524	56,158	3,872,682	
Advertising	-	-	-	1,401	14,680	765	15,445	
Supplies	588	2,545	2,819	28,091	348,287	30,411	378,698	
Equip. rentals and maintenance	218	170	36,511	2,663	141,522	584	142,106	
Insurance	-	1,843	21,902	365,833	472,500	6,253	478,753	
Telephone	2,359	2,286	6,615	54,994	255,262	9,778	265,040	
Postage	174	1,735	538	5,778	55,825	16,046	71,871	
Printing and publications	4,700	447	-	-	19,024	1,447	20,471	
Subscriptions	-	-	-	-	2,443	-	2,443	
Program support	-	-	-	-	77,248	-	77,248	
Interest	-	-	43,248	207,648	268,264	-	268,264	
Depreciation	6,000	-	193,550	1,518,539	1,798,114	626	1,798,740	
Assistance to clients	41,190	-	44,435	-	10,281,743	-	10,281,743	
Other direct expense	-	586	25	3,806	746,417	3,941	750,358	
Miscellaneous	2,106	3,889	23,125	6,741	117,041	853	117,894	
In-kind	-	-	-	-	1,034,912	-	1,034,912	
Loss on disposal of assets	-	-	-	4,571	4,571	-	4,571	
Indirect costs	-	-	-	-	-	-	-	
TOTAL	\$ 617,939	\$ 181,568	\$ 1,202,170	\$ 6,406,742	\$ 42,214,785	\$ 1,515,390	\$ 43,730,175	

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2010

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
Payroll	\$ 3,006,275	\$ 1,341,405	\$ 1,971,760	\$ 1,416,850	\$ 220,344	\$ 49,387	\$ 739,570
Payroll taxes	280,331	123,955	174,242	130,176	22,861	4,794	70,174
Fringe benefits	581,143	171,383	244,317	256,114	25,518	12,026	116,435
Workers comp. insurance	28,847	12,666	5,368	11,143	1,496	917	12,082
Retirement benefits	121,828	58,914	97,586	64,841	417	114	24,257
Consultant and contractual	92,581	72,705	4,177,399	1,876,004	47,477	204	8,056
Travel and transportation	37,845	41,120	54,730	77,225	7,721	3,278	36,384
Conferences and meetings	419	31,382	8,190	19,464	1,257	50	1,120
Occupancy	478,247	30,255	340,036	68,726	46,086	62	104,079
Advertising	2,411	7,169	44	574	-	-	-
Supplies	280,389	20,080	64,757	83,648	9,580	143	54,658
Equip. rentals and maintenance	18,692	94,536	15,425	46,637	3,907	-	8,875
Insurance	8,328	40,836	480	19,166	-	-	6,676
Telephone	38,929	15,730	48,810	51,847	6,520	1,384	29,246
Postage	3,869	2,428	2,587	39,743	88	-	2,195
Printing and publications	6,871	4,692	-	2,115	655	-	149
Subscriptions	-	2,806	-	-	-	-	-
Program support	-	86,588	597	-	-	-	-
Interest	-	-	-	-	-	-	-
Depreciation	33,378	9,910	8,674	20,488	-	-	1,759
Assistance to clients	4,414	2,239	3,146,688	10,240,281	2,816	-	16,245
Other direct expense	134,333	5,944	9,638	7,471	-	-	11,973
Miscellaneous	20,121	125,965	3,320	463	7,492	26	223,119
In-kind	1,116,492	-	-	-	-	-	4,665
Loss on disposal of assets	-	-	-	-	-	-	-
Indirect costs	-	-	-	-	-	-	-
TOTAL	\$ 6,295,743	\$ 2,302,708	\$ 10,374,648	\$ 14,432,976	\$ 404,235	\$ 72,385	\$ 1,471,717

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2010

	Program Services						Total Program Services	Support Services		Total Expenses
	Special Projects	Volunteer Services	SNHS			Housing Corporations		Management and General	Support Services	
			Management Corporation	Management Corporation	Management Corporation					
Payroll	\$ 243,396	\$ 147,123	\$ 265,598	\$ 1,191,236	\$ 10,592,944	\$ 766,877	\$ 11,359,821			
Payroll taxes	23,286	13,748	16,868	108,965	969,400	59,992	1,029,392			
Fringe benefits	14,313	21,166	51,551	223,402	1,717,368	86,083	1,803,451			
Workers comp. insurance	3,454	396	2,925	38,501	117,795	4,542	122,337			
Retirement benefits	15,408	6,404	12,219	75,811	477,799	73,190	550,989			
Consultant and contractual	496,479	6,035	137,144	121,719	7,035,803	122,414	7,158,217			
Travel and transportation	41,792	3,067	94,144	14,882	412,188	6,163	418,351			
Conferences and meetings	28,521	2,795	35,509	2,468	131,175	745	131,920			
Occupancy	19,913	80	123,652	2,013,218	3,224,354	55,033	3,279,387			
Advertising	-	-	-	939	11,137	765	11,902			
Supplies	3,688	3,937	6,591	35,156	562,627	24,031	586,658			
Equip. rentals and maintenance	380	305	4,163	1,429	194,349	960	195,309			
Insurance	572	1,772	25,226	331,788	434,844	1,069	435,913			
Telephone	10,033	3,552	6,792	56,257	269,100	11,880	280,980			
Postage	279	1,657	791	5,803	59,440	16,457	75,897			
Printing and publications	309	500	-	-	15,291	48	15,339			
Subscriptions	-	-	-	-	2,806	145	2,951			
Program support	-	(102)	-	-	87,083	-	87,083			
Interest	-	-	-	-	263,685	-	263,685			
Depreciation	8,788	-	50,935	210,991	1,655,903	626	1,656,529			
Assistance to clients	40,920	-	171,697	1,383,907	13,476,558	-	13,476,558			
Other direct expense	383	726	247	11,712	393,573	3,356	396,929			
Miscellaneous	2,320	6,782	111,105	4,340	286,599	1,062	287,661			
In-kind	-	-	-	-	1,116,492	-	1,116,492			
Loss on disposal of assets	-	-	-	42,758	42,758	-	42,758			
Indirect costs	-	-	-	-	-	263,271	263,271			
TOTAL	\$ 954,234	\$ 219,943	\$ 1,147,200	\$ 5,875,282	\$ 43,551,071	\$ 1,498,709	\$ 45,049,780			

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JULY 31,

	2011	2010
OPERATING ACTIVITIES		
Change in net assets	\$ 2,223,133	\$ (333,842)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	1,798,740	1,656,529
Loss on disposal of assets	4,571	42,758
Unrealized (gain) loss on investments	(160,288)	(173,193)
Changes in operating assets and liabilities		
(Increase) decrease in contracts receivable	(2,440,432)	118,207
(Increase) decrease in prepaid expenses	(35,770)	(21,482)
(Increase) decrease in accounts receivable	(257,339)	42,716
Increase (decrease) in accounts payable	(1,492,533)	1,383,055
Increase (decrease) in accrued payroll and payroll taxes	81,594	59,838
Increase (decrease) in accrued comp. absences	236,912	28,561
Increase (decrease) in accrued other liabilities	(74,429)	140,707
Increase (decrease) in deferred revenue	617,486	1,289,354
Increase (decrease) in over applied overhead	135,652	-
Increase (decrease) in tenant security deposits	48,309	7,775
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	685,606	4,240,983
INVESTING ACTIVITIES		
Purchase of fixed assets	(4,589,209)	(7,338,341)
Purchase of investments	(404,112)	(200,001)
Proceeds from sale of investments	-	-
Other financing activities	(136,910)	5,338
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(5,130,231)	(7,533,004)
FINANCING ACTIVITIES		
Proceeds from long-term debt	3,688,047	6,484,458
Payments on long-term debt	(165,891)	(132,084)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	3,522,156	6,352,374
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(922,469)	3,060,353
CASH AND CASH EQUIVALENTS - AUGUST 1	9,412,410	6,352,057
CASH AND CASH EQUIVALENTS - JULY 31	\$ 8,489,941	\$ 9,412,410
RECONCILIATION OF CASH BALANCE TO STATEMENTS OF FINANCIAL POSITION		
Cash	5,429,806	6,672,606
Restricted cash	3,060,135	2,739,804
Total cash	\$ 8,489,941	\$ 9,412,410
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	\$ 268,264	\$ 263,685

See accompanying independent auditors' report and notes to financial statements.

Southern New Hampshire Services, Inc.
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 - 1. Secure and retain meaningful employment
 - 2. Attain an adequate education
 - 3. Make better use of available income
 - 4. Obtain and maintain adequate housing and a suitable living environment
 - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 - 7. Achieve greater participation in the affairs of the community, and
 - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Agency for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ MARCH 2013

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<p><u>Representing Manchester</u> Lou D'Allesandro Peter Ramsey</p>	<p><u>Representing Manchester</u> German J. Ortiz <i>Term: 9/12-9/15</i></p> <p>Sarah Jacobs <i>Term: 9/11-9/14</i></p>	<p><u>Representing Manchester</u> James Brown <i>Term: 9/12-9/15</i></p> <p>Nancy Guthrie, Secretary <i>Term: 9/12-9/15</i></p>	<p>Julie Stokes <i>Term: 12/12-12/13</i></p>
<p><u>Representing Nashua</u> Constance J. Erickson, <i>Treasurer</i> Arthur T. Craffey, Jr.</p>	<p><u>Representing Nashua</u> Dolores Bellavance, <i>Vice-Chairman</i> <i>Term: 9/12-9/15</i></p> <p>Wayne R. Johnson <i>Term: 9/12-9/15</i></p>	<p><u>Representing Nashua</u> Janet Allard <i>Term: 9/11-9/14</i></p> <p>Shirley Pelletier <i>Term: 6/12-9/14</i></p>	
<p><u>Representing Towns</u> Thomas Mullins Linda T. Foster</p>	<p><u>Representing Towns</u> Richard Delay, Sr., <i>Chairman</i> <i>Term: 9/12-9/15</i></p> <p>Mary M. Moriarty <i>Term: 9/12-9/15</i></p>	<p><u>Representing Towns</u> Martha Verville <i>Term: 9/10-9/13</i></p> <p>Leo G. Sauve, Sr. <i>Term: 9/10-9/13</i></p>	
<p><u>Representing Rockingham County</u> Donna Schlachman Jill McLaughlin</p>	<p><u>Representing Rockingham County</u> Thomas Meissner <i>Term: 9/11-9/14</i></p> <p>Dan McKenna <i>Term: 12/11-9/14</i></p>	<p><u>Representing Rockingham County</u> Jennifer O'Neil <i>Term: 9/11-9/13</i></p> <p>* Vacant Position</p>	

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Southern New Hampshire Services, Inc.

Name of Bureau/Section: Bureau of Population Health & Community Services,
Healthy Eating & Physical Activity

BUDGET PERIOD:	SFY 14	G&C Approval - 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
Gale F. Hennessy, Executive Director	\$176,995	0.00%	\$0.00
Michael O'Shea, Fiscal Officer	\$128,000	0.00%	\$0.00
Kathleen Devlin, Community Health & Nutrition Services Director	\$56,547	96.00%	\$54,285.12
Valerie Carignan, WIC/CSFP Coordinator	\$41,296	100.00%	\$41,296.00
Elizabeth O'Connell, Community Health & Nutrition Services Breastfeeding/Nutrition Coordinator	\$44,990	100.00%	\$44,990.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$140,571.12

BUDGET PERIOD:	SFY 15	G&C Approval - 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
Gale F. Hennessy, Executive Director	\$176,995	0.00%	\$0.00
Michael O'Shea, Fiscal Officer	\$128,000	0.00%	\$0.00
Kathleen Devlin, Community Health & Nutrition Services Director	\$56,547	96.00%	\$54,285.12
Valerie Carignan, WIC/CSFP Coordinator	\$41,296	100.00%	\$41,296.00
Elizabeth O'Connell, Community Health & Nutrition Services Breastfeeding/Nutrition Coordinator	\$44,990	100.00%	\$44,990.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$140,571.12

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.

GALE F. HENNESSY
PO Box 5040
Manchester, NH 03108

EXPERIENCE

January 1976 - Present

**CEO & Executive Director - Southern New Hampshire Services, Inc.
Community Action Agency for Hillsborough County, NH**

Responsible for overall Agency administration, including fiscal, program development and implementation, evaluation, grants development, public relations coordination, liaison with community groups, public and private agencies as well as interaction with advisory committees and the Board of Directors.

State, Regional and National Activities:

President – NH Community Action Association – 1981 - Present

Representative of the State of New Hampshire on the Executive Committee of the New England Community Action Association – 1976 - Present

Representative of the New England Community Action Association to the Board of Directors of the National Community Action Partnership -- 1978 - Present

Chairman of the New England Community Action Association Conference Committee – 1975 - 1988

Member - Board of Directors, CAPLAW -- 1994 - Present

January 1968 - 1976

Deputy Director - Southern New Hampshire Services, Inc.

Responsible for overall Agency administration, including fiscal, program development and implementation, evaluation, grants development, public relations coordination, liaison with community groups, public and private agencies as well as interaction with advisory committees and the Board of Directors.

March 1967 - 1968

Operation HELP Director

Responsible for operating the largest self-help, information referral and direct service program funded by OEO in Hillsborough County, Operation HELP including staff direction, program implementation and development, grants development, and coordination of Board of Directors as well as evaluation of the needs of the poor of Hillsborough County.

- 1967 **Acting Director Operation HELP**
Responsible for implementation of the first OEO funded local initiative program in Hillsborough County, Operation HELP. Participated in the concept, design and implementation of this first anti-poverty activity. Established the first outreach office in Milford, followed by a second office in Nashua. Participated in the recruitment, selection and training of the original Operation HELP staff. Supervised the staff in contacting of local officials, OEO outreach activities as well as establishing mini-offices in the twenty-nine towns of Hillsborough County.
- 1964 - 1965 **Assistant Principal, Wilton High School**
Responsible for the administration of a medium size New Hampshire high school including scheduling, curriculum development, audio-visual program development, and overall educational administration.
- 1962 -1966 **Chairman, Social Studies Department, Wilton High School**
Responsible for the overall supervision of the Social Studies Department including curriculum design and implementation of modern educational techniques, staff coordination and evaluation of the entire social studies department.
- Teacher-Coach, Wilton High School**
Responsible for developing social studies curriculum grades 8 - 12 as well as implementation of modern educational techniques. Served as coach for baseball and basketball teams as well as coordination and scheduling of those and other athletic events.
- 1961-1962 **Teacher and Assistant Principal, Cornish School**
Responsible for school administration, recreation and athletic programs, discipline throughout the educational complex, class scheduling and supervision of staff members. Worked with staff and local school board on updating curriculum, evaluation and assessing current staff.

EDUCATION

Graduated Peterborough, NH High School 1956
BA Degree in Government, University of New Hampshire 1961
Graduate Work: University of New Hampshire and Keene State College
Certified Community Action Professional – Community Action Partnership 1993

AFFILIATIONS

New England Community Action Association - Member, Board of Directors
Community Action Partnership – Member, Board of Directors
New Hampshire Community Action Association - President
CAPLAW, Inc. - Member, Board of Directors

MICHAEL O'SHEA
PO Box 5040
Manchester, NH 03108

EXPERIENCE

- 1976 - Present **Southern New Hampshire Services, Inc.**
Community Action Agency for Hillsborough County, N H
Fiscal Officer / Deputy Director
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976 **Accountant**
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.

Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974 **Social Worker**
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973 **Jordan Marsh, Portland, Maine**
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

EDUCATION

- 1972 - 1974 New Hampshire College, Manchester, NH
B.S. Accounting. Major courses in Accounting and Math.
- 1970 - 1972 Andover Institute of Business, Portland, Maine
A. S. Accounting. Major courses in Accounting and Math.

KATHLEEN DEVLIN
PO Box 5040
Manchester, NH 03108

OBJECTIVE: Non-Profit Administrative Leadership Position.

EMPLOYMENT

- 1997- Present** **SOUTHERN NEW HAMPSHIRE SERVICES, INC., P. O. Box 5040, Manchester, NH**
Community Health and Nutrition Services, Director
Hillsborough County 1997- Present and Rockingham County 7/2011- Present
Including these programs: CACFP (Child and Adult Care Food Program) Statewide Sponsorship(6/2009-10/2011), CSFP (Commodity Supplemental Food Program), Community Gardens Project, FMNP (WIC Farmers' Market Nutritional Program)(1997-2010), Senior FMNP, Fresh Fruits and Vegetables Program, Summer Food Service Program Sponsor of 50 plus Sites, TEFAP (Temporary Emergency Food Assistance Program) and WIC (Women, Infants and Children Nutrition Program). Responsibilities include all aspects of program management for compliance with federal and state regulations, staff supervision, resource development, financial management, programmatic anti-hunger advocacy and broad based local, state and national anti-hunger networking.
- 1997** **Jaffrey-Rindge School District, Jaffrey, NH**
Families Matter Teen Group Facilitator
Duties included planning and conducting group discussions/activities with teens on the role and importance of families in their lives.
- 1996** **Area Agency for Developmental Services of Greater Nashua, Inc., Nashua, NH**
Development Consultant
Duties included all aspects of new program development for new community-based revenue-generating programming. Programming included services to Elderly, Acquired Brain Injured, DCYF and various specialized services for Area Agency Clients.
- 1994 - 1996** **Area Agency for Developmental Services of Greater Nashua, Inc., Nashua, NH**
Community Projects Coordinator
Duties included all aspects of program planning, development and supervision for various community vendor contracts including: (MIMS) Mental Illness Management Services to the Regional Mental Health Program; Parent Aide Services for the local District Office of DCYF, and Early Intervention Home Visitor Services for the Area Agency Infant and Toddler Program. Duties also include all aspects of new programs created exclusively for Area Agency clients including: Community Projects Department Specialized Respite Services, and Community Projects Department Home Visitor Services.
- 1994** **Monadnock Developmental Services Inc., Keene NH**
Assistant Parent Aide Coordinator
Duties included the hiring and supervising of 3-4 Parent Aides, providing 20 hours of direct care, working with DCYF caseworkers, school officials, therapists, foster parents, parents and other case related collateral contacts.
- 1991 - 1994** **Monadnock Developmental Services, Inc., Keene, NH**
Parent Aide
Duties included working directly with DCYF caseworkers, families, foster parents, foster children, day care, school officials and therapists.

- 1993** **Guild of St. Agnes Day Care Services, Fitchburg, MA**
Center Manager / Social Worker (temporary position)
Duties included responsibility for all administrative and social work aspects of the center's operations for its Preschool and School Age Programs.
- 1984 - 1991** **Guild of St. Agnes Day Care Services, Worcester, MA**
Family Day Care Coordinator / Social Worker
Administrative duties included daily operations of a non-profit Family Day Care System servicing forty children, ages six weeks through five years, hiring, training and supervision of twenty-eight staff in various capacities, billing for and maintenance of one federal and three Massachusetts state-funded contracts. Social Work duties included ongoing intake and case-work for twenty-eight Family Preservation cases referred by the Department of Social Services, evaluation and appropriate referral for Educational Core Evaluations, Physical Therapy, Speech Therapy, Occupational Therapy, Play Therapy, Early Intervention Developmental Services and supervision of B.A. Social Work Intern.
- 1984** **Montachusett Opportunity Council, Inc. Day Care Services, Gardner, MA**
Supportive Service Social Worker (temporary position)
Duties included intake and casework for Supportive Service clients from the Department of Social Services and supervision of Supportive Service Transportaton Staff.

EDUCATION

M.S. In Human Services Management, May 1995
Worcester State College, Worcester, Massachusetts

B. A. In Social Work, May 1983
Anna Maria College, Paxton, Masssachusetts

PROFESSIONAL AFFILIATIONS

- | | |
|---------------|--|
| 4/12-Present | National CSFP Association Education Committee Chair |
| 1/10-Present | National CSFP Association Conference Committee Chair |
| 1/10-Present | National CSFP Association By-Laws Committee Member |
| 1/10-Present | National CSFP Association Secretary |
| 12/10-Present | Campaign to End Child Hunger in NH Steering Committee Member |
| 6/06-2/09 | New Hampshire WIC Directors Association Chair |
| 1/04-12/04 | National CSFP Association President |
| 1/03-12/03 | National CSFP Association Vice President |
| 1/03-12/04 | National CSFP Association By-Laws Chair |
| 1/03-2005 | Southern NH Integrated Care Advisory (ICARE) Board Member |
| 1/02-6/06 | NH WIC Directors Association Vice-President |
| 1/02-12/02 | National CSFP Board of Directors, Local Agency Director |
| 1/02-12/05 | National CSFP Association Legislative Affairs Committee Member |
| 8/01-Present | North East Regional Anti-Hunger Network (NERAHN), NH Network Rep |
| 8/00-Present | Food Action Resource Center (FRAC) Hunger Leader Group Member |
| 7/00-2002 | NH State CHIP Minority Work Group Member |
| 1/00-2003 | NH Early Connections-Developmental Screening Committee Member |
| 1/00-2002 | NH State CHIP Outreach Advisory Group Member |
| 1/00-2003 | NH Early Connections-Policies & Practices Advisory Group Member |
| 9/97-Present | New Hampshire WIC Directors Association Member |

RECOGNITION

- | | |
|------|--|
| 2002 | USDA Citation for Implementation of 2002 Summer Food Service Program |
| 1993 | New Hampshire Parent Aide of the Year Award
Council of New England Parent Aides |

Valerie Carignan

Objective To work as an effective community liaison in a social service agency that serves low-income individuals.

Experience

1994-Present

Southern New Hampshire Services, Inc. Manchester, NH

WIC / CSFP Coordinator (11/08 – Present)

Hillsborough County 11/2008-Present and Rockingham County 7/2011-Present

- Overall staffing and evaluations for all WIC/CSFP day-to-day clinic tech and warehouse activities and procedures
- Monitor program compliance for all WIC/CSFP federal, state and local agency policy and procedures
- Develop and provide training for all computer procedures
- Plan and conduct monthly staff meetings
- Develop and maintain training manuals and conduct training of staff
- Manage multiple fiscal responsibilities including requisitions and receiving reports
- Reconcile monthly inventory for CSFP warehouse foods
- Act as liaison with other social service agencies as needed for PR and outreach efforts as needed

WIC Participation Coordinator (2002 - 10/08)

- Vender Relations
- Supervising Staff
- Delivery of Client benefits, including WIC/CSFP Certification Voucher Issuance
- Ordering of Voucher Stock
- Abuse Letters
- Auditing Client Records
- Participation Report

Community Health and Nutrition Services

Resource Associate (2000 - 2002)

- Assist and fill in for a wide range of department planning, implementation and review duties when coordinators are unavailable
- Develop weekly, monthly state reports as requested by Program Coordinators
- Responsible for training; tracking and supervision of Department volunteers

WIC/CSFP Clinic Technician (1994 -2000)

- Perform and complete required intake at WIC and CSFP Clinics
- Issue foods and vouchers for WIC and CSFP recipients
- Perform office duties as requested including filing; data entry and phone calls

1986-1991

Advance Circuit Systems Manchester, NH

- Dry filming
- Imaging
- Developing
- Touch-up of circuit boards
- Etching
- Soldering

1983-1986

Erin Food Services Manchester, NH

- Staff Supervising
- Opening of Restaurant
- Food Preparation
- Registers

Education

New Hampshire Technical College(1991 -1994) Manchester, NH

- Associates Degree in Human Services
- Basic Computer Course

Elizabeth Ellen O'Connell

Southern New Hampshire Services 2008-Present
Hillsborough County 2008-Present and Rockingham County 7/2011-Present
Nutrition and Breastfeeding Coordinator

- Responsible for the coordination of nutrition and health services to participating WIC/CSFP/FMNP/SFSP/TEFAP participants and regularly monitors the quality of those services
- Plan and develop the annual nutrition education plans for WIC/FMNP and CSFP

GYM USA 2001-2008

Manager 2004-2008

- Co-owned and managed a 12,000 sq ft health club
- Managed a 12-15 member staff
- Responsible for hiring, training and scheduling staff members
- Developed and implemented all membership, aerobic and training programs
- Responsible for resolving all customer relations issues

Nutritionist, Personal Trainer and Pilates Instructor, Customer Service

- Developed and implemented all nutrition programs
- Counseled members one-on-one on nutrition and health education
- Presented nutrition, health and fitness seminars
- Created motivational training and educational programs

SNHS, WIC Program 2000-2005

Nutritionist

- Counseled women in pregnancy, breastfeeding, infant and child nutrition and health recommendations
- Performed weight, height and hemoglobin measurements on women, infants and children
- Geared all educational materials towards the individual's educational level and cultural background
- Worked with surrounding community programs to provide associated assistance
- Certified breastfeeding peer counselor 2001
- Promoted to co-coordinator for interim

Education

B.S. Nutritional Science, University of New Hampshire

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

Bidder/Program Name: Southern New Hampshire Services

Bureau of Population Health & Community
Budget Request for: Services

(Name of RFP)

Budget Period: SFY 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 828,210.84	\$ 77,023.61	\$ 905,234.45	9.3% Agency Standard
2. Employee Benefits	\$ 269,168.52	\$ 25,032.67	\$ 294,201.19	
3. Consultants	\$ 3,000.00	\$ 279.00	\$ 3,279.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 17,500.00	\$ 1,627.50	\$ 19,127.50	
Office	\$ 76,430.88	\$ 7,108.07	\$ 83,538.95	
6. Travel	\$ 77,526.90	\$ 7,210.00	\$ 84,736.90	
7. Occupancy	\$ 121,356.46	\$ 11,286.15	\$ 132,642.61	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 4,001.28	\$ 372.12	\$ 4,373.40	
11. Staff Education and Training	\$ 3,274.47	\$ 304.53	\$ 3,579.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,400,469.35	\$ 130,243.65	\$ 1,530,713.00	

Indirect As A Percent of Direct

9.3%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 1,530,713
Reconciliation - (this line must be equal to or greater than \$0)	\$ 0

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

Bidder/Program Name: Southern New Hampshire Services

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

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 828,210.84	\$ 77,023.61	\$ 905,234.45	9.3% Agency Standard
2. Employee Benefits	\$ 269,168.52	\$ 25,032.67	\$ 294,201.19	
3. Consultants	\$ 3,000.00	\$ 279.00	\$ 3,279.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 17,500.00	\$ 1,627.50	\$ 19,127.50	
Office	\$ 76,430.88	\$ 7,108.07	\$ 83,538.95	
6. Travel	\$ 77,526.90	\$ 7,210.00	\$ 84,736.90	
7. Occupancy	\$ 121,356.46	\$ 11,286.15	\$ 132,642.61	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 4,001.28	\$ 372.12	\$ 4,373.40	
11. Staff Education and Training	\$ 3,000.00	\$ 279.00	\$ 3,279.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,400,194.88	\$ 130,218.12	\$ 1,530,413.00	

Indirect As A Percent of Direct

9.3%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 1,530,413
Reconciliation - (this line must be equal to or greater than \$0)	\$ (0)