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Jeffrey A. Meyers Commissioner

Lisa M. Morris Director

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

STATE OF NEW HAMPSHIRE

#### **DIVISION OF PUBLIC HEALTH SERVICES**

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

May 25, 2018

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

#### REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing contract with Community Action Program Belknap-Merrimack Counties, Inc., Vendor #1772031-B-003, 2 Industrial Park Drive, Concord, NH 03301,by increasing the Price Limitation by \$20,000 from \$20,000 to an amount not to exceed \$40,000 to continue to provide voluntary targeted testing counseling and referral services in non-healthcare settings to individuals at high risk of acquiring Human Immunodeficiency Virus and Hepatitis C Virus, and extend the Completion Date from June 30, 2018 to June 30, 2020, effective upon July 1, 2018 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on August 3, 2016, Item #12. 100 % Federal Funds.

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval from Governor and Executive Council, if needed and justified.

05-95-90-902510-7536 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90024000	\$10,000	0	\$10,000
2018	102-500731	Contracts for Prog Svc	90024000	\$10,000	0	\$10,000
2019	102-500731	Contracts for Prog Svc	90024000	0	\$10,000	\$10,000
2020	102-500731	Contracts for Prog Svc	90024000	0	\$10,000	\$10,000
	· .					
			Total	\$20,000	\$20,000	\$40,000



#### **EXPLANATION**

The purpose of this request is to continue to provide voluntary targeted testing in non-healthcare settings for individuals who are at high risk of acquiring Human Immunodeficiency Virus (HIV) and/or Hepatitis C Virus (HCV). Priority populations include sex and needle sharing partners of people living with Human Immunodeficiency Virus, individuals who have ever shared needles or drug works for injection drug use and individuals who were ever incarcerated.

Funds in this amendment will be used to provide targeted testing in non-healthcare settings such as drug treatment facilities and correctional facilities or areas where the target populations congregate. The targeted testing services are to diagnose Human Immunodeficiency Virus and/or Hepatitis C Virus in persons who did not previously know that they were infected and refer them to medical care. The United States Centers for Disease Control and Prevention have documented that getting individuals into medical care before their immune system is damaged, to the point where the individual receives an AIDS diagnosis, improves the individuals' health outcome and decreases the likelihood of the individual transmitting the virus to others.

New Hampshire has seen a relatively steady number of new HIV/AIDS infections, however an increase in infection drug use as risk factor for individuals newly diagnosed with HIV has been noted. There were 34 new incidence of HIV in 2017. Of those 34 total cases identified, 18.5% had a risk factor of IDU only. The proportion of IDU as a solitary risk factor has been increasing across the state since 2015. By prioritizing testing within the correctional and substance misuse treatment setting, the vendor is able to reach those who are at greatest risk of new infection.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

During the previous contract period, The Contractor successfully provided all HIV test results to clients within 30 days of testing date.

The following performance measures/objectives will be used to measure the effectiveness of the amendment agreement:

- 90% of HIV test performed will be returned to clients within 30 days of testing date.
- 95% of newly identified, confirmed HIV positive test results will be returned to clients within 30 days of testing date.
- 95% of newly identified, confirmed HIV positive individuals referred to medical care will attend their first medical appointment within 90 days of receiving the positive test result.
- 95% of newly identified HCV antibody positive individuals will have a documented referral to medical care.

Should Governor and Executive Council not authorize this request, the infections within these high risk individuals may go undetected. Individuals with HIV/AIDS and Hepatitis C who are unaware of their status will burden the healthcare system by showing up in emergency rooms, being diagnosed very late in their infection, and have a higher risk of transmitting the viruses to others, creating a higher burden of disease and greater public health concern in New Hampshire.

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

Area served: Merrimack and Belknap Counties

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention. CFDA #93.94. FAIN# U62PS003655

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

Respectfully submitted,

Lisa Morris, Director

Approved by:

Jeffrey A. Meye



### New Hampshire Department of Health and Human Services Targeted Testing for Human Immunodeficiency Virus and Hepatitis C Virus

# State of New Hampshire Department of Health and Human Services Amendment #1 to the Targeted Testing for Human Immunodeficiency Virus and Hepatitis C Virus

This 1<sup>st</sup> Amendment to the Targeted Testing for Human Immunodeficiency Virus and Hepatitis C Virus contract (hereinafter referred to as "Amendment One") dated this 22<sup>nd</sup> day of May, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 2 Industrial Drive, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 3, 2016, ITEM #12, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may amend the agreement and renew contract services for up to two (2) years upon written agreement of the parties and approval of the Governor and Executive Council:

WHEREAS, the parties agree to exercise a renewal for two (2) years and increase the price limitation; and

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

- 1. Form P-37, General Provisions, Block 1.7, to read:
  June 30, 2020
- Form P-37, General Provisions, Block 1.8, to read:
   \$40,000
- 3. Form P-37, General Provisions, Block 1.9, to read:
  - E. Maria Reinemann, Esq., Director of Contracts and Procurement.
- 4. Form P-37, General Provisions, Block 1.10 to read: 603-271-9330
- 5. Add Exhibit B-2. Amendment #1 Budget.
- 6. Add Exhibit B-3, Amendment #1 Budget.
- Add Exhibit K, DHHS Information Security Requirements.



# New Hampshire Department of Health and Human Services Targeted Testing for Human Immunodeficiency Virus and Hepatitis C Virus

This amendment shall be effective upon the da IN WITNESS WHEREOF, the parties have set	ate of Governor and Executive Council approval. their hands as of the date written below,
	State of New Hampshire Department of Health and Human Services
6 8 18	Mallour
Date	Lisa M. Morris Director
APP (St. APP (St. St. St. St. St. St. St. St. St. St.	Community Action Program Belknap-Merrimack Counties, Inc.
5/24/2018	John Mi Acri
Date	Name: Jeanne Agri Title: Executive Director
Acknowledgement of Contractor's signature:	
	mack on 5/24/2018 , before the undersigned officer ctly above, or satisfactorily proven to be the person whose name is ecuted this document in the capacity indicated above.
Kathy I Hava O	
Signature of Motary Public or Justice of the Pe	
Kathy L. Howard, Notary Public	
Name and Title of Notary or Justice of the Pea	
	Notary Public, New Hampshire 1 Expires October 16, 2018

A APPLY E. HOWARD Notice make, New Hampdaire Ay Commissi a Espace D. Theo Le 2015



# New Hampshire Department of Health and Human Services Targeted Testing for Human Immunodeficiency Virus and Hepatitis C Virus

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

OFFICE OF THE ATTORNEY GENERAL

	OFFICE OF THE ATTORNET GENERAL	
6/11/10	MM	· · .
Date /	Name: Man A Jago	
I hereby certify that the foregoing Amendment of New Hampshire at the Meeting on:	was approved by the Governor and Executive Council of the Sta (date of meeting)	ite
	OFFICE OF THE SECRETARY OF STATE	•
Date	Name:	···

#### Exhibit B-2, Amendment #1

New Hampshire Department of Health and Human Services

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

Targeted Testing for Human Immunodeficiency Virus and Hepatitis C Virus Budget Request for:

July 1, 2018 - June 30, 2019 (SFY 2019) **Budget Period:** 

		Total Program Cost			Contractor Share //Match			ediby,DHHS[contract sh	
ന്നിവ	Bireci Incremental	Indirees	jotal , "	Direct Incremental	Indirect Fixed	Jotal.	Direct Incremental	Indiract	, total
1. Total Salary/Wages	\$ 6,418.00	\$ -	\$ 6,418,00	\$	\$	\$		\$	\$ 6,418.00
2. Employee Benefits	\$ 1,850.00	\$ -	\$ 1,850.00	\$ -	\$	\$	\$ 1,850.00	\$ -	\$ 1,850.00
. Consultants	\$ -	\$	\$ -	\$ -	\$	\$	\$ -	\$ -	\$
. Equipment:	\$	\$	\$	\$ -	\$ -	\$	\$	\$ -	\$ -
Rental	\$ -	\$	\$ -	\$	\$ -	\$	\$	\$ -	\$ -
Repair and Maintenance	\$ -	•	\$ -	\$ -	\$	.\$	\$ -	\$ -	\$ -
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Current Expenses	\$	\$	\$ -	\$ -	\$	\$	\$ -	\$ -	\$
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Postage ::	\$ 120.00	\$ : -	\$ 120.00	\$ : -	\$ -	\$	\$ 120,00	\$ -	\$ 120.
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Software	\$ -	\$ -	\$ -	\$: -	\$ : -	\$ : : <u>-</u> :	\$ -	\$ -	\$ <u>.</u>
), Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Education and Training	\$ -	\$	\$ -	\$	\$ -	\$ -	\$ -	\$ -	\$ <u>-</u>
2. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$ -	\$
3. Other (specific details mandatory):	· \$ · · · · · · · · · · · · · · · ·	\$	\$	\$	\$ -	\$	\$ -	\$ -	\$ -
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TOTAL	\$ 10,000.00	s -	\$ 10,000.00	\$ -	<b>S</b>	\$	\$ 10,000.00	\$	\$ 10,000.

Community Action Program Belknap-Merrimack Counties, Inc.

Exhibit B-2, Amendment #1

RFP-2017-BIDC-07-TARGE

Indirect As A Percent of Direct

#### Exhibit B-3, Amendment #1

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

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

Budget Request for: Targeted Testing for Human Immunodeficiency Virus and Hepatitis C Virus

(Name of RFP)

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

		Total Program Cost			Contractor, Share //Match		Fund	led by DHHS contract's	
Unaliza	Direct (incremental)	Indirect	100	Direct Incremental	Indirect Fixed	ภัดญา	Incremental	Fixed	: , , nors)
1. Total Salary/Wages	\$ 6,418.00	\$: -	\$ 6,418.00	\$ -	\$ -	\$ -	\$ 6,418.00	\$ -	\$ 6,418.00
Employee Benefits	\$ 1,850.00	\$ -	\$ 1,850.00	-\$	\$ -	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00
3. Consultants	\$	\$ -	\$ -	\$	\$ -	\$	\$ -	\$	\$
4. Equipment:	\$ -	\$ -	\$	\$ -	\$ -	\$	\$	\$ -	\$
Rental	\$ -	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$
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5. Supplies:	\$	\$	\$ · · · · · · - · ·	\$	\$	\$ -	.\$	\$ -	\$ -
Educational	\$ -	.\$.	\$	\$ -	\$	\$ -	\$	\$ -	\$ -
Lab	\$	\$	\$	\$ -	\$ -	\$	\$ -	\$ -	\$
Pharmacy	\$	\$	\$	\$	\$ -	\$ -	\$ -	\$ - '	\$ -
Medical	\$ <u></u>	\$	\$ -	\$	\$	·.\$ · · · · -	\$ -	\$ -	\$ -
Office_	\$ 125.00	\$	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00	.\$ -	\$ 125.00
6. Travel	\$ 887.00	. \$	\$ 887.00	\$ -	\$ -	\$ -	\$ 887,00	\$ -	\$ 887.00
7. Occupancy	·\$ . · · · · -	\$ -	\$ -	.\$	\$ -	\$ -	\$ -	\$	\$
8. Current Expenses	\$ -	'\$' · _ · '	\$ -	\$	\$ -	\$ -	\$	\$ -	\$
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Postage	\$ 120,00	\$ :	\$ : 120,00	\$ : -	\$ :' -'	\$ -	\$ 120.00	\$ -	\$ 120.00
Subscriptions	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Insurance	\$ 600.00	\$ -	\$ 600.00	\$ -	\$	\$	\$ 600.00	\$ -	\$ 600,00
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9. Software	\$	\$ -	\$ -	\$	\$	.\$	\$	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$	\$ -	\$ -	\$	\$ -	\$ -	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	.\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$	\$	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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TOTAL	\$ - 10,000.00	\$	\$ 10,000.00	\$ -	\$	\$	\$ 10,000.00	\$	\$ 10,000.00

Community Action Program Belknap-Merrimack Counties, Inc.

Exhibit B-3, Amendment #1

Date 5.24-18

RFP-2017-BIDC-07-TARGE

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#### **DHHS Information Security Requirements**

#### A. Definitions

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

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure. unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation. Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
  - Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI). Federal Tax Information (FTI). Social Security Numbers (SSN). Payment Card Industry (PCI), and or other sensitive and confidential information.
- "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware; or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

V4. Last update 04.04.2018

Exhibit K **DHHS** Information Security Requirements Page 1 of 9

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#### **DHHS Information Security Requirements**

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

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

#### RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

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

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Exhibit K DHHS Information Security Requirements

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#### **DHHS Information Security Requirements**

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

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

#### II. METHODS OF SECURE TRANSMISSION OF DATA

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

  Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

Contractor Initials AFT

#### Exhibit K



#### **DHHS Information Security Requirements**

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

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

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

Contractor Initials 14.18



#### **DHHS Information Security Requirements**

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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Exhibit K DHHS Information Security Requirements

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#### **DHHS Information Security Requirements**

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

V4. Last update 04.04.2018

Exhibit K DHHS Information Security Requirements Page 6 of 9

Contractor Initials 44.18





#### **DHHS Information Security Requirements**

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

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

Contractor Initials 9A

Date 5.24.2018

V4. Last update 04.04.2018

Exhibit K DHHS Information Security Requirements Page 7 of 9

#### Exhibit K



#### **DHHS Information Security Requirements**

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

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

#### LOSS REPORTING

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

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

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

V4. Last update 04.04.2018

Exhibit K DHHS Information Security Requirements Page 8 of 9

Contractor Initials 9HT

#### Exhibit K

#### **DHHS Information Security Requirements**

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

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

#### **PERSONS TO CONTACT** VI.

- A. DHHS contact for Data Management or Data Exchange issues:
- DHHSInformationSecurityOffice@dhhs.nh.gov
- B. DHHS contacts for Privacy issues:
  - DHHSPrivacyOfficer@dhhs.nh.gov
- C. DHHS contact for Information Security issues:
  - DHHSInformationSecurityOffice@dhhs.nh.gov
- D. DHHS contact for Breach notifications:
  - DHHSInformationSecurityOffice@dhhs.nh.gov
  - DHHSPrivacy.Officer@dhhs.nh.gov

Contractor Initials

V4. Last update 04.04.2018

Exhibit K DHHS Information Security Requirements Page 9 of 9

## State of New Hampshire Department of State

#### **CERTIFICATE**

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

Business ID: 63021



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2017.

William M. Gardner Secretary of State

#### **Business Information**

#### **Business Details**

COMMUNITY ACTION

Business Name: PROGRAM BELKNAP AND

MERRIMACK COUNTIES, INC.

Business Type: Domestic Nonprofit Corporation

**Business Status: Good Standing** 

Business ID: 63021

Business Creation 05/28/1965 Date:

Name in State of Not Available Incorporation:

Date of Formation in Jurisdiction: 05/28/1965

Principal Office 2 Industrial Park Drive,

Address: Concord, NH, 03301, USA

Citizenship / State of Incorporation: Domestic/New Hampshire

Mailing Address: PO Box 1016, Concord, 03302,

**USA** 

Last Nonprofit Report Year: 2015

Next Report Year: 2020

**Duration: Perpetual** 

**Business Email: NONE** 

Phone #: NONE

· Fiscal Year End Date:

Notification Email: NONE

#### **Principal Purpose**

S.No	NAICS Code	NAICS Subcode
1	Health Care and Social Assistance	Other Individual and Family Services
2	NOT REQUIRED	3.5 M. 10.4 M. 10.4 M. 10.4 M. 10.5 M.
Page	1 of 1, records 1 to 2 of 2	

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

#### **CERTIFICATE OF VOTE**

I, <u>Dennis T. Martino</u> , Secretary-Clerk of <u>Community Action Program Belknap-Merrimack Counties</u> , <u>Inc.</u> (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on <u>01/18/2018</u> , such authority to be in force and effect until <u>6/30/2020</u> (contract termination date). (see attached)
The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:
Jeanne Agri, Executive Director
(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 24th day of May , 2018.  Secretary-Clerk
STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK
On this <u>24th</u> day of <u>May</u> , <u>20 18</u> , before me, <u>Kathy L. Howard</u> the undersigned Officer, personally appeared <u>Dennis T. Martino</u> who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire

My Commission Expires October 16, 2018

EATH) CHOWARD Busay Public Dees Beaguing Of Commission Process Comber 16, 1015

#### **CORPORATE RESOLUTION**

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 18, 2018, and has not been amended or revoked and remains in effect as of the date listed below.

5/24/2018

Date

Dennis T. Martino Secretary/Clerk

SEAL



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2018

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

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

PRODUCER	CONTACT Karen Shaughnessy	
FIAI/Cross Insurance	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 64	5-4331
1100 Elm Street	E-MAIL ADDRESS: kshaughnessy@crossagency.com	<u> </u>
	INSURER(S) AFFORDING COVERAGE	NAIC#
Manchester NH 03101	INSURER A Illinois National Ins. Co.	
INSURED	INSURER B National Union Fire Insurance	19445
Community Action Programs,	INSURER C Granite State Health Care and Human	. 11. <u>1.14.</u>
Belknap-Merrimack Counties Inc.	INSURER D Hanover Ins Co.	22292
P. O. Box 1016	INSURER E Berkshire Hathaway, Inc.	<u> </u>
Concord NH 03302	INSURER F:	<u> </u>
COVERAGES CERTIFICATE NUMBER 17-18 A11	18-19 WC/Crime 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.

	CLU	ISIONS AND CONDITIONS OF SUCH			LIMITS SHOWN WAT HAVE BEEN		PAID CLAINS	,
INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	X.	COMMERCIAL GENERAL LIABILITY		_:				EACH OCCURRENCE \$ 1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED \$ 100,000
: .	X	Including Professional	ļ	· .	06-LX-067991165-2	10/1/2017	10/1/2018	MED EXP (Any one person) \$ 5,000
	· .		.*.		Here is the is the		lan tat	PERSONAL & ADVINJURY \$ 1,000,000
·: ·:	GEN	L AGGREGATE LIMIT APPLIES PER:	· · ·			· · · · · · · · · · · · · · · · · · ·		GENERAL AGGREGATE \$ 3,000,000
.D	x	POLICY PRO- LOC		ľ.				PRODUCTS - COMP/OP AGG \$ 3,000,000
	х	OTHER:		. :	82471794	4/1/2018	4/1/2019	Directors & Officers Liability \$ 1,000,000
	AUT	OMOBILE LIABILITY	: ·.	.:		: · . : · · .	14.4	COMBINED SINGLE LIMIT \$ 1,000,000
٦	х	ANY AUTO						BODILY INJURY (Per person) \$
*		ALL OWNED SCHEDULED. AUTOS AUTOS	ļ:	ļ ·	29-CA-069971915-0	10/1/2017	10/1/2018	BODILY INJURY (Per accident) \$
	· :.	HIRED AUTOS NON-OWNED AUTOS	.:	:	liber tal iber tal sa			PROPERTY DAMAGE \$
							· · · · · · · · · · · · · · · · · · ·	Uninsured motorist combined \$ 1,000,000
:	X	UMBRELLA LIAB X OCCUR		٠.	nta de Cara de Cara			EACH OCCURRENCE \$ 5,000,000
<sub>B</sub> .	·	EXCESS LIAB CLAIMS-MADE		. :		-: T		AGGREGATE \$ 5,000,000
<b>!</b> آ.	. • *	DED X RETENTION\$ 10,000	]: ··.	,i	29-UD-016698260-2	10/1/2017	10/1/2018	\$
		KERS COMPENSATION EMPLOYERS' LIABILITY			HCHS20180000011			X PER OTH- STATUTE ER
٠.	ANY	PROPRIETOR/PARTNER/EXECUTIVE	· 		(3a.) NH			E.L. EACH ACCIDENT \$ 1,000,000
С		CER/MEMBER EXCLUDED? N datory in NH)	N/A	:	All officers included	2/1/2018	2/1/2019	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
· .	If ves	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		nket Crime	:	· .	BDV1945863	3/27/2018	3/27/2019	Limit 500,000
E	PEC	ofessional/Malpractice		1 :. :	HN020794	12/30/2017	12/30/2018	Limit::1,000,000 /3,000,000
-		····	· .					
<u> </u>	1						· · · · ·	

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

APPTIPIONTE HALBER	 	 CANCELLATION
CERTIFICATE HOLDER	 	 CANCELLATION

NH Dept. of Health & Human Services 129 Pleasant Street Concord, NH 03301 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

Jalika Siongero



# Community Action Program Belknap—Merrimack Counties, Inc.



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

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

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

#### STATEMENT OF PURPOSE

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

CAPHMCI Statement of Purpose

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

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

#### INDEPENDENT AUDITORS' REPORT

#### Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 29, 2016 and February 28, 2015, and the related statements of cash flows for the years then ended and the statements of activities and functional expenses and the related notes to the financial statements for the year ended February 29, 2016.

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

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

#### Auditors' Responsibility

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

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

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

#### <u>Opinion</u>

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 29, 2016 and February 28, 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 29, 2016 in accordance with accounting principles generally accepted in the United States of America.

#### Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 2, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

#### Other Matters

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

#### Other Reporting Required by Government Auditing Standards

McDonnell & Roberts

In accordance with Government Auditing Standards, we have also issued our report dated October 25, 2016, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Professional Association Concord, New Hampshire

October 25, 2016

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

Α	S	S	E٦	rs
~		•	_	

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

See Notes to Financial Statements

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

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

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

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

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

		Program	Ma	<u>inagement</u>		2016 <u>Total</u>	2015 Total
Salaries and wages	\$	7,658,987	\$	376,134	\$	8,035,121	\$ 8,177,739
Payroll taxes and benefits		1,955,497		165,410		2,120,907	2,186,454
Travel		285,650		3,600		289,250	295,726
Occupancy		1,058,001		104,922		1,162,923	1,297,227
Program Services		7,324,464		-		7,324,464	8,923,081
Other costs:							
Accounting fees		9,875		37,275		47,150	49,086
Legal fees		17,000		957		17,957	2,362
Supplies		234,077		25,544		259,621	247,832
Postage and shipping		57,119		1,153		58.272	60,580
Equipment rental and maintenance		3,455		70		3,525	4,282
Printing and publications		2,711		46		2,757	5,021
Conferences, conventions and meetings		20,726		10,206		30,932	12,834
Interest		114,722	,	6,448		121,170	139,724
Insurance		179,133		14,761		193,894	236,109
Membership fees		11,264		19,241		30,505	12,317
Utility and maintenance		109		51,455		51,564	58,556
Other		610,199		24,546		634,745	701,472
Depreciation		313,047		970		314,017	415,224
in kind	_	906,423			_	906,423	 848,954
Total functional expenses	\$	20,762,459	<u>\$</u>	842,738	\$	21,605,197	\$ 23,674,580

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

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

#### Nature of Organization

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

#### Basis of Accounting

The financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

#### **Financial Statement Presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 Financial Statements of Not-For-Profit Organizations. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 29, 2016 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$616,264.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2015, from which the summarized information was derived.

#### Income Taxes

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

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

Accounting Standard Codification No. 740 (ASC 740), Accounting for Income Taxes, established the minimum threshold for recognizing, and 'a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed

its tax position taken on its information returns for the years (2012 through 2015), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

#### Property

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

40 years 3 - 7 years

Buildings and improvements
Equipment, furniture and vehicles

#### Use of Estimates

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

#### Cash and Cash Equivalents

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

#### Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

#### Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, Accounting for Contributions Received and Contributions Made, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

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

#### In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$906,423 in donated facilities, services and supplies for the year ended February 29, 2016 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$511,159 for the year ended February 29, 2016.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$390,584 for the year ended February 29, 2016.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$4,680 for the year ended February 29, 2016.

#### Advertising

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

#### 2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 29, 2016. The Organization has no policy for charging interest on overdue accounts.

#### 3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,122,035 as of February 29, 2016.

#### 4. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 29, 2016 totaled \$258,117.

#### 5. **LEASED FACILITIES**

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

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

Year Ended February 28	Amount
2017 2018 2019	\$33,355 16,631 4,923
Total	\$54,909

### 6. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$401,279 at February 29, 2016.

### 7. BANK LINE OF CREDIT

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 29, 2016) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 29, 2016.

### 8. LONG TERM DEBT

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

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

\$ 1,002,930

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 29, 2016. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.

359,440

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

85,472

4.75% note payable to Rural Development in monthly	
installments for principal and interest of \$148 per month through	
June, 2031. The note is secured by property of the	
Organization for the Franklin Community Services building.	19,318
•	
Total	1,467,160
Less amounts due within one year	154,380
•	
Long term portion	\$ 1312780

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

Year Ending February 28		Amount
2017	\$	154,380
2018		163,753
2019		173,709
2020		184,280
2021		195,505
Thereafter		595,533
	\$	1.467.160

### 9. PROPERTY AND EQUIPMENT

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

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

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

### 10. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this

contingency because specific amounts, if any, have not been determined or assessed as of February 29, 2016. Monitoring has not indicated any discrepancies.

### 11. CONCENTRATION OF RISK

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

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

### 12. TEMPORARILY RESTRICTED NET ASSETS

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

Rest	ricte	ed Pr	Irpose
11631			11 203 6

110001101000	
Senior Center	\$ 126,276
Elder Services	264,748
NH Rotary Food Challenge	5,071
Common Pantry	6,535
Community Crisis	3,578
Caring Fund	18,517
Agency-FAP	26,458
Agency-H/S	163,386
FGP/SCP Assoc. Region 1	1,032
Other Programs	663
•	<u>\$616,264</u>

### 13. RELATED PARTY TRANSACTIONS

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

### Related Party

### **Function**

CAPBMC Development Corporation

Real Estate Development

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

Community Action Program Belknap - Merrimack Counties, Inc. serves as the management agent for the following organizations:

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

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

The total amount due from the related parties (collectively) at February 29, 2016 was \$173,854.

### 14. RECLASSIFICATION

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

### 15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$72,306 at February 29, 2016.

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

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

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

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

At February 29, 2016, the Organization's investments were classified as Level 1 and were based on fair value.

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

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

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

### 16. FISCAL AGENT

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

### 17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 25, 2016, the date the financial statements were available to be issued.

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

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA	PASS THROUGH GRANTOR	
US DEPARTMENT OF HEALTH AND HUMAN SERVICES	NUMBER	NUMBER	EXPENDITURES
Head Start	93.600	N/A	\$ 3,6,73,177
Through State of New Hampshire			
Weatherization-HRRP	93.568		78,525
Fuel Assistance	93.568	611001	3,299,050
Community Services Block Grant	93.569	610155	475,127
Community Services Block Grant - Discretionary	93.570	610155	47,385
Title XX - Block Grant	93.667	410338	275,567
Family Planning	93.217	610237	94,137
Family Planning	93.558	610237	36,500
Family Planning	93 940	610237	5,594
Home Visiting	93.505	Unknown	71,559
Prenatal	93.994	520243	24,533
Merrimack County Service Link Program	93.324	Unknown	20,656
Merrimack County Service Link Program	93.052	Unknown	3,841
Merrimack County Service Link Program	93.667	Unknown	84,676
Merrimack County Service Link Program	93.048	Unknown	95,859
Merrimack County Service Link Program	93.517	Unknown	37,217
Merrimack County Service Link Program	93.778	Unknown	710
Aging Cluster			500.000
Elder Services/NSIP	93.053	410338	223,926
Fuel Assistance-SEAS	93.044	611001	7,533
Title III Part C	93.045	410338	589,857
Title III Part B Rural Transportation	93.044	410338	101,096
Total Aging Cluster			922,412
Child Care and Development Fund Cluster			•
Head Start - Child Care	93.596	Unknown	414,808
Head Start - Child Care	93.575	Unknown	142,742
Total Child Care and Development Fund Cluster			557,550
Theoreth Cauthaus New Hamschine Capitage			
Through Southern New Hampshire Services  Workplace Success	93.558	Unknown	231,336
Workplace Success	33.300	O I KI JOHI I	201,000
Through Lakes Region Partnership for Public Health			
Marketplace Assister Services	93.525	Unknown	35,886
Through Gateways Community Services			200
Veterans Independent Program	93.778	Unknown	308
Through Easter Seals NH, Inc.			
Veterans Partnership	93.778	Unknown	12,468
			10,084,073
US DEPARTMENT OF AGRICULTURE			
Through State of New Hampshire	40 ===	044000	704 675
WIC	10.557	611080	782,975
Senior Farmers Market	10.576	Unknown	84,172
CACF Head Start/USDA	10.558	Unknown	219,409
Summer Food-USDA	10.559	Unknown	152,364
Food Distribution Cluster	10.505	644000	770 857
CSFP	10 565	611080	770,857
Surplus Food-TEFAP/Admin	10.568	Unknown	179,457
Surplus Food-TEFAP	10.569	Unknown	1,479,922
Total Food Distribution Cluster			2,430,236
Through Rural Development			
Housing Preservation	10.433	Unknown	19,558
			3,688,714
CORPORATION FOR NATIONAL SERVICES			
Senior Companion	94 016	N/A	311,683
15			

		•		
			•	
		~		
HE DEPARTMENT OF TRANSPORTATION				
<u>US DEPARTMENT OF TRANSPORTATION</u> Through State of New Hampshire				
Concord Area Transit	20.509	Unknown	544,280	
Winnipesaukee Transit System	20.509	68022	55,764	
wininheasance transit olystem	20.000	00022	600,044	
Transportation Cluster			000,074	•
Transportation Cluster Concord Area Transit-New Freedom	20.521	Unknown	8,399	
Concord Area Transit-New Freedom Concord Area Transit	20.521	Unknown	20,054	
Winnipesaukee Transit System	20.513	Unknown	3,687	
	20.021	Ulkilomi	32,140	
Total Transportation Cluster			34,170	
Through County of Merrimack				
Rural Transportation	20.513	Unknown	36,327	
Volunteer Driver Program	20.513	Unknown	76,982	
•		-	113,309	
		•	745,493	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	1			
Through State of New Hampshire				
Outreach Program	14.235	Unknown	85,078	
Homeless Prevention	14.235	Unknown	17,433	
Supportive Housing Services	14.235	Unknown	71,399	
			173,910	1.
Through National Center for Healthy Housing				
Radon Program	14.906	Unknown	2,645	
				•
			176,555	
US DEPARTMENT OF ENERGY				
Through State of New Hampshire			****	
Weatherization	81.042	551896	207,222	
1				
US DEPARTMENT OF LABOR				
Through State of New Hampshire	1= ===		*20.020	
Senior Community Service Employment	17 235	610063	420,038	
			•	
Through Southern New Hampshire Services WIA Cluster				
WIA-Adult Program	17.258	Unknown	95,082	
WIA-Addit Program WIA-Dislocated Worker Program	17.260	Unknown	103,788	
Total WIA Cluster	17.200	O117	198,870	
toral Atim progres				•
			618,908	
			A 1410 C-	
TOTAL AWARDS EXPENDED			\$ 15,832,648	
•				
•				
		· ·		

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

### NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 29, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

### NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

### NOTE 3 INDIRECT COST RATE

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

### NOTE 4 FOOD COMMODITIES

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



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

To the Board of Directors

Community Action Program Belknap-Merrimack Counties, Inc.

Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 29, 2016, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 25, 2016.

### Internal Control Over Financial Reporting

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

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

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

### Compliance and Other Matters

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

### Purpose of this Report

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

Leone McDonnell & Roberts
Profusional Association
Concord, New Hampshire

October 25, 2016

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

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

### Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2016. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

### Management's Responsibility

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

### Auditors' Responsibility

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

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

### Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 29, 2016.

Report on Internal Control Over Compliance

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

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

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

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

Concord, New Hampshire

Leone McDonnell & Roberts Professional association

October 25, 2016

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

### **SUMMARY OF AUDITORS' RESULTS**

- 1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with GAAP.
- No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
- 3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., were disclosed during the audit.
- 4. No significant deficiencies to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance.
- The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
- 6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
- 7. The programs tested as major programs include:
  - 93.568 Low-Income Home Energy Assistance
  - 93.044 Special Programs for the Aging Title III, Part B Grant for Supportive Services and Senior Citizens
  - 93.045 Special Programs for the Aging Title III, Part C Nutrition Services
  - 93.053 Nutrition Services Incentive Program
    - Enhanced Mobility of Seniors and Individuals With Disabilities
  - 93.569 Community Services Block Grant
- 8. The threshold for distinguishing Type A and B programs was \$750,000.
- Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a lowrisk auditee.

### FINDINGS - FINANCIAL STATEMENTS AUDIT

None

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

None

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

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

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

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

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

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

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

	nt Period 4 - 6/30/15	 ant Period 15 - 6/30/16		<u>Total</u>
Revenues  NH Department of Health and Human Services  Title XX  Title III Part C  NH Department of Health and Human Services  Other	\$ 149,609 324,937 127,461 193,086	\$ 344,025 674,266 96,465 466,090	\$ -	493,634 999,203 223,926 659,176
	\$ 795,093	\$ 1,580,846	<u>\$</u>	2,375,939
Expenditures Personnel Fringe benefits Occupancy Travel Other costs	\$ 360,629 55,105 51,312 43,660 284,060	\$ 697,342 89,978 100,772 83,198 541,996	\$	1,057,971 145,083 152,084 126,858 826,056
	\$ 794,766	\$ 1,513,286	\$	2,308,052

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

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

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

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

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

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

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

FUND#	FUND NAME	HHS PROGRAM CFDA#	<u>AMOUNT</u>
127	EAP - Lead Agency		18,204
147	Merrimack County Service Link	93.778	63,916
158	Merrimack County Service Link	93.778 (deferred amount is not federal)	1,847
166	Elder Services	93.045,93.667,93.053 (deferred amount is not federal)	1,613
197	Electric Assistance Program		49,915
346	Head Start - USDA	•	1,977
496	NH Housing Guarantee Program		130,213
546	Summer Feeding		48,373
576	Fuel Assistance Program	93.568 (\$2,990 of deferred amount is not federal)	240,112
595	Homeless Prevention		236,375
716	Concord Area Transit		69,327
728	Homeless Revolving Loan Fund - Belkn	ap County	36,316
729	Homeless Revolving Loan Fund - Merrin	mack County	8,179
766	Area Center Program		1,476
836	Fixit Program		72,879
847	Loan Guarantee Program		<b>3</b> 0
857	New Start Program		68,160
883	Agency Account - WIC/CSFP		208
907	Community Services Block Grant	93.569	72,913
922	Agency Account - FAP		2
			k
		TOTAL	\$ 1,122,035

### **BOARD OF DIRECTORS**

Sara A. Lewko, President	Susan Koerber
Vice President - Vacant	Bill Johnson
Dennis Martino, Secretary-Clerk	David Siff
Kathy Goode, Treasurer	Christine Averill
Heather Brown	Safiya Wazir
Nicolette Clark	Kathryn Hans
Theresa M. Cromwell	

### Jeanne Agri

### PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

#### WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH Executive Director

2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or
  program and financial requirements are met, that generally accepted accounting principles are applied, and
  that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations
  and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

### Southern New Hampshire Services, Manchester, NH

Education and Nutrition Operations Director

2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

### Director of Child Development Programs

2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using researchbased practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program
  including education, health, mental health, social services, parent involvement, nutrition, disabilities, and
  transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customer expectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

### Quality Assurance Director/Co-Director for Child Development Programs

1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

### Area Manager /Education Manager

1997 - 1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

### Child Care Center Director/Site Manager

1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

### New Hampshire Technical College, Nashua, NH

Instructor

1995 -1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

### **EDUCATION**

Southern New Hampshire University, Manchester, NH

Master's in Business Administration

June 2017

Notre Dame College, Manchester, NH Bachelors of Arts in Elementary Education

1981

#### **KATHRYN R. LAVIGNE**

### **WORK EXPERIENCE**

July 1993-Present

CHIEF ACCOUNTANT

Community Action Program Belknap-Merrimack Counties, Inc.

P.O. Box 1016, Concord, New Hampshire 03302-1016

November 1992-

SENIOR ACCOUNTANT

June 1993 John Killion & Co., Concord, New Hampshire

Responsible for compilations and reviews of commercial accounts, preparation of financial statements and tax returns. Auditing at junior level for nonprofit organizations. Preparation of weekly payrolls, quarterly payroll tax returns and year-end W-2's for service bureau accounts. Installation of accounting software. Set-up of clients chart of accounts and trial balance. Software used: Real World, Word Perfect, Cougar Mountain, Accountants Trial Balance, Fixed Assets

Management and Tax Machine.

January 1989-

OFFICE MANAGER

November 1992 Rudolph Electrical Co., Inc., Concord, New Hampshire

Supervise staff of three. Responsible for implementing computerized accounting system. Handle all aspects of accounting, i.e. accounts receivable, accounts payable, payroll, general ledger and job cost. Responsible for preparation of weekly

payroll, monthly financial statements and quarterly payroll tax returns. Collect

overdue accounts.

October 1979-September 1988 Rivco, Penacook, New Hampshire

June 1986-

ACCOUNTING MANAGER

September 1988 Supervise staff of seven. Responsible for hiring, assigning, appraising performance

and directing department personnel, including recommending compensation changes and promotions. Participant in audit preparation. Administrator of profit

sharing plan and trip promotion program.

August 1984-

CREDIT MANAGER

September 1988 Monitor all accounts and collect overdue accounts. Determine credit rating of

prospective customers. Open accounts. Consult with lawyers, salesmen and sales manager. Represent company in court. Handle customer correspondence and

telephone calls. Train and supervise credit personnel.

October 1979-

ACCOUNTS RECEIVABLE CLERK

August 1984 Handle all aspects of accounts receivable and billing. Reconcile accounts. Prepare

monthly sales reports and aged trial balance by customer and by salesmen.

**EDUCATION** 

1982-1989 Franklin Pierce College, Concord, New Hampshire

Bachelor's Degree in Accounting and Business Management

May 1989, Graduated Magna Cum Laude

1963-1967 Franklin High School, Franklin, New Hampshire

Business-Secretarial, Graduated with high honors

REFERENCES

Available upon request.

### EXPERIENCE 1992 to COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC. **Present** Director, Community Health and Nutrition Services ■ Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, and Concord Area Public Health Network Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations Fiscal management including budget preparation, monitoring, fundraising, and reports for \$1.6 million operating budget Oversee special grant projects including Lead Screening and Oral Health initiatives. Development and implementation of policies and procedures Oversee quality improvements plans for all program services Responsible for grant management and report preparation Represents agency on local Boards of Directors, Coalitions, and Partnerships 1991-1992 Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services Initiated development and implementation of comprehensive Prenatal program clinical services in Belknap County for low-income women Integrated all program services to provide access to comprehensive care 1989-1992 Director, Family Planning, STD Clinics and HIV counseling and Testing Services Coordinated development of STD Clinic Services in three County area including obtaining initial grant funding Fiscal, personnel, program management of all services Director, Family Planning and HIV Counseling and Testing Services 1987-1989 Obtained grant funding to initiate development of HIV Counseling and Testing Integrated services into Family Planning Clinic 1986-1987 Family Planning Program Director Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area. Initiated program development activities and expansion of services 1980-1985 CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE Social Worker – Social Services Department ■ Evaluation of emotional, social and economic stresses of illness. Developed patient care plans including financial assessment, discharge planning needs. home supports, and transfer for patients in maternity/newborn nursery, ICU, nephrology/dialysis, and urology units. Liaison between medical staff, patient, families and community agencies.

Coordinated adoptions with public and private organizations.

facilities providing traumatic head injury and spinal cord care.

Initiated protective service referrals for infants, children and seniors.

Coordinated transfers to skilled, intermediate level nursing homes, group homes, and

Provided assessments for guardianships hearings.

SUSAN M. WNUK PAGE 2

### EDUCATION

1977 Massachusetts College of Liberal Arts

North Adams, MA

Bachelor of Arts Degree Majors: History and Sociology

### PROFESSIONAL ASSOCIATIONS

### **Board of Directors and Committees**

National WIC Association

Board of Directors 2013- present

Chair - Local Agency Section of 7 USDA defined Regions 2016-17

Northeast Region Local Agency Representative 2013- present

NH Representative to Local Agency Section 2010-present

NWA/USDA Food and Nutrition Services - Verification of Certification Task Force - Local Agency Representative 2015-16

National Commodity Supplemental Food Program Association

President Board of Directors 2011

Vice President Board of Directors 2010

Marketing Committee- Chair 2012-2014

Board of Directors Local Agency Representative 1999-2000

■ New Hampshire WIC Directors Association - 1992-Present

Chairperson 2010-present

Secretary 2000-2008

■ NH Hunger Solutions Coalition 2011-present

NH Roadmap to End Childhood Hunger

- Health First Family Care Center Board of Directors January 2009-present
- Partnership for Public Health Board of Directors 2005-2015
- Winnipesaukee Public Health Council Executive Committee 2014 to present
- Capital Area Public Health Network Public Health Advisory Council Executive Committee 2014present
- Upper Valley Hunger Council 2015 to present.
- Public Health Council of the Upper Valley 2014 to present HEAL and Oral Health Committees – 2016 to present
- Central New Hampshire Health Care Partnership Founding member 2008-present
- HEAL Statewide Practice Committee 2009-2012

Lakes Region HEAL - 2009-present

CCNTR HEAL - 2009-2012

- Bi-State Primary Care Association Operations and Government Relations Committee 2004-present
- Whole Village Family Resource Center Board of Directors 1995-2000

Chair Personnel Committee 1996-2000

■ Capital Area Wellness Coalition – 2010-present Healthy Foods Subcommittee

### Government Task Forces and Legislative Committees

- Legislative Task Force on Perinatal Substance Abuse 1993-2002
- Legislative Study Committee on Premature Births 1991
- Attorney General's Task Force on Child Abuse and Neglect 1990-1993

### Memberships

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

### COMMUNITY & VOLUNTEER

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

### **RESUME**

Jean E. Boynton

### WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH Family Planning Program 1975 to Present

Site Manager

Counselor & Tester High Risk HCV/HIV Project

Sites Coordinator

Outreach -Worker

Stevens High School, Claremont, NH

High School Teacher in Home Economics Department

1972-1975

### **EDUCATION**

Bachelor of Education Degree from Keene State College 1972 Diploma from Sunapee High School 1968

### Family Planning & Related Training:

Adolescent Confidentiality

Adolescent Sexuality

Advanced Counseling Skills Basic

Counseling Skills

Better Charting for Better Patient

Care: I and II

Breast Self Exam -- Teaching the

Teacher

Clinic Management -- Patient and

Time

HCV Basic 1 & 2

Family Planning in a Climate of Controversy Family Planning Management -- Personnel Implementing Successful Family Life Education Nutrition and Family Planning Reaching Teens Effectively Reproductive Health Updates Sex and the Handicapped

Sexuality and Substance Abuse

HIV Counseling & Sex Partner Referral Course, CDC, US Dept. of Health & Human Services

### COMMUNITY AND PROFESSIONAL INVOLVEMENTS

Zero to Nineteen Team Member, Franklin, NH.

Network Member, Franklin, NH

Boy Scouts of America

Member, Daniel Webster Council Boy Scout Leader Training Committee

Chairperson, Wannalancit District Boy Scout Leader Training Committee

Advancement Chairperson, Troop 55, Meredith, NH

Tiger Cub Coach, Pack 55, Meredith, NH

Grange

Member, State Grange Youth Committee

Master, Pemigewasset Valley Pomona Grange Women's

Activity Chairperson, Squam Lake Grange

United Methodist Church

Lay member New England Conference

Chairperson, Pastor/Parish Relations Committee, Weirs UMC, Weirs Beach, NH President, Vice President and Spiritual Growth Coordinator, Northern NH District

United Methodist Women

### **KEY ADMINISTRATIVE PERSONNEL**

### NH Department of Health and Human Services

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

**Targeted Testing for Human Immunodeficiency Virus and** 

Name of Contract: Hepatitis C Virus

BUDGET PERIOD:	SFY 19			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jeanne Agri	Executive Director	\$132,651	0.00%	\$0.00
Kathy Lavigne	Chief Accountant	\$70,941	0.00%	\$0.00
Susan Wnuk	Director, Community Health & Nutrition Services	\$66,865	2.50%	\$1,671.63
Jean Boynton	Site Manager	\$31,122	10.66%	\$3,318.54
To be hired	APRN	\$64,896	2.20%	\$1,427.71
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				

BUDGET PERIOD:	SFY 20			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jeanne Agri	Executive Director	\$132,651	0.00%	\$0.00
Kathy Lavigne	Chief Accountant	\$70,941	0.00%	\$0.00
Susan Wnuk	Director, Community Health & Nutrition Services	\$66,865	2.50%	\$1,671.63
Jean Boynton	Site Manager	\$31,122	10.66%	\$3,318.54
To be hired	APRN	\$64,896	2.20%	\$1,427.71
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to excee</b>	d Total/Salary Wages, Line Item 1	of Budget req	uest)	\$6,417.88