

SMD

89 B



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

May 28, 2014

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

100% federal

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise 4 amendment agreements with vendors by increasing the Price Limitation by \$33,575 from \$6,616,240 to \$6,649,815 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 48, 49, and June 5, 2013, Item number 47 and 95.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014 Amount	SFY 2015 Amount	Total Increase
Southern NH Services	Hillsborough Rockingham Counties	\$1,845	\$6,556	\$8,401
Southwestern Community Services, Inc.	Cheshire & Sullivan Counties	\$710	\$14,412	\$15,122
Community Action Program and Merrimack Counties, Inc.	Belknap, Coos, Grafton, & Merrimack Counties	\$2,750	\$4,596	\$7,346
Goodwin Community Health	Carroll & Strafford Counties	\$1,131	\$1,575	\$2,706
<b>TOTAL</b>		<b>\$6,436</b>	<b>\$27,139</b>	<b>\$33,575</b>

Funds to support this request are available in the following accounts for SFY 2014 and SFY 2015 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

**See attachment for financial details**

### EXPLANATION

This requested action seeks approval of 4 amendments to increase the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, to purchase software licenses and data storage devices, and to support educational training. In the interest of efficiency, the contract amendments are being bundled as they are providing the same services, and because of the size of the resulting Governor and Council submission, the copies provided are abbreviated in the interest of saving resources. The Councilors and the public can view the entire submission package on the Secretary of State's website.

The WIC Nutrition Program provides statewide monthly nutrition benefits to more than 14,800 low income women, infants, and children. The StarLINC computer system issues these benefits through printing of more than 50,000 food vouchers monthly redeemed at approximately 200 grocery stores in New Hampshire.

Should Governor and Executive Council not authorize this Request, WIC local agencies will not be able to continue to efficiently provide nutrition benefits to low income women, infants, and children using the StarLINC computer system.

Contracts were awarded to these four vendors through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Health Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

There were no competing proposals received for the provision of the Women, Infants and Children and Commodity Supplemental Food Programs nutrition services. Six evaluators from within the Department of Health and Human Services working in teams of four were used in the review of all proposals. All reviewers have between five and twenty-five years' experience working in the public health setting at the State and local levels in New Hampshire. All have management experience in nutrition, health and nursing programs, including Women, Infants and Children and breastfeeding programs. All have degrees in nutrition, human services, nursing or public health, and have been involved in reviewing proposals in the Division of Public Health Services. The Request for Proposals scoring summary is attached.

The performance measures as described in the contract amendment Exhibit A – Amendment 1 – Performance Measures, will be used to continue to measure the effectiveness of the agreement.

Area to be served is statewide.

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

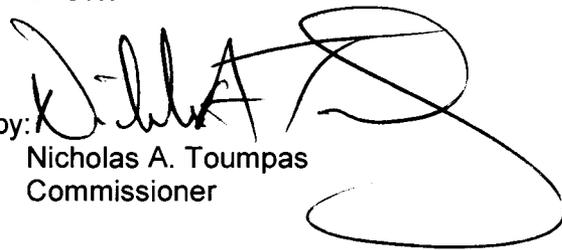
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**  
**WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

**05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF**  
**100% Federal Funds**

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2014	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2014	102/500734	Contracts for Program Svcs	90006003	640,055	1,845	641,900
SFY 2014	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2014	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2014	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2014	102/500734	Contracts for Program Svcs	90006041	100,968		100,968
SFY 2015	102/500734	Contracts for Program Svcs	90006001	200,172		200,172
SFY 2015	102/500734	Contracts for Program Svcs	90006002	68,694		68,694
SFY 2015	102/500734	Contracts for Program Svcs	90006003	640,055	5,056	645,111
SFY 2015	102/500734	Contracts for Program Svcs	90006004	255,848		255,848
SFY 2015	102/500734	Contracts for Program Svcs	90006007	203,282		203,282
SFY 2015	102/500734	Contracts for Program Svcs	90006022	61,694		61,694
SFY 2015	102/500734	Contracts for Program Svcs	90006041	100,668	1,500	102,168
			Sub-Total	\$3,061,126	\$8,401	\$3,069,527

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	41,212	-	41,212
SFY 2014	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2014	102/500734	Contracts for Program Svcs	90006003	168,905	710	169,615
SFY 2014	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2014	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2014	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2014	102/500734	Contracts for Program Svcs	90006041	22,763		22,763
SFY 2015	102/500734	Contracts for Program Svcs	90006001	41,212		41,212
SFY 2015	102/500734	Contracts for Program Svcs	90006002	9,827		9,827
SFY 2015	102/500734	Contracts for Program Svcs	90006003	168,905	2,412	171,317
SFY 2015	102/500734	Contracts for Program Svcs	90006004	64,772		64,772
SFY 2015	102/500734	Contracts for Program Svcs	90006007	4,961		4,961
SFY 2015	102/500734	Contracts for Program Svcs	90006022	15,912		15,912
SFY 2015	102/500734	Contracts for Program Svcs	90006041	22,563	12,000	34,563
			Sub-Total	\$656,504	\$15,122	\$671,626

**FINANCIAL DETAIL ATTACHMENT SHEET**

**WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2014	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2014	102/500734	Contracts for Program Svcs	90006003	379,200	1,250	380,450
SFY 2014	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2014	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2014	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2014	102/500734	Contracts for Program Svcs	90006041	55,261	1,500	56,761
SFY 2015	102/500734	Contracts for Program Svcs	90006001	50,580		50,580
SFY 2015	102/500734	Contracts for Program Svcs	90006002	35,407		35,407
SFY 2015	102/500734	Contracts for Program Svcs	90006003	379,200	3,096	382,296
SFY 2015	102/500734	Contracts for Program Svcs	90006004	229,474		229,474
SFY 2015	102/500734	Contracts for Program Svcs	90006007	199,694		199,694
SFY 2015	102/500734	Contracts for Program Svcs	90006022	40,087		40,087
SFY 2015	102/500734	Contracts for Program Svcs	90006041	53,061	1,500	54,561
SFY 2015			Sub-Total	1,977,206	\$7,346	1,984,552

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2014	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2014	102/500734	Contracts for Program Svcs	90006003	251,360	928	252,288
SFY 2014	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2014	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2014	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2014	102/500734	Contracts for Program Svcs	90006041	30,718		30,718
SFY 2015	102/500734	Contracts for Program Svcs	90006001	57,235		57,235
SFY 2015	102/500734	Contracts for Program Svcs	90006002	15,115		15,115
SFY 2015	102/500734	Contracts for Program Svcs	90006003	251,360	1,372	252,732
SFY 2015	102/500734	Contracts for Program Svcs	90006004	76,549		76,549
SFY 2015	102/500734	Contracts for Program Svcs	90006007	5,756	203	5,959
SFY 2015	102/500734	Contracts for Program Svcs	90006022	24,119		24,119
SFY 2015	102/500734	Contracts for Program Svcs	90006041	30,418		30,418
SFY 2015			Sub-Total	\$921,404	\$2,706	924,110
			<b>TOTAL</b>	<b>\$6,616,240</b>	<b>\$33,575</b>	<b>\$6,649,815</b>

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

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

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

RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
1		Lisa Richards	Program Planner	DHHS, DPHS	Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years.
2		Margaret Murphy	Administrator	DHHS, DPHS	
3		Marisa Lara	Health Promotion Advisor	DHHS, DPHS	
4					Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.
5					
6					Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.
7					
8					
9					
10					



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Southwestern Community Services, Inc.

This 1<sup>st</sup> Amendment to the Southern New Hampshire Services, Inc., contract (hereinafter referred to as "Amendment One") dated this 12<sup>th</sup> day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 63 Community Way, PO Box 603, Keene, NH, 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2013, 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 the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by increasing the price limitation.

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 as follows:

To amend as follows:

- Form P-37, to change:  
Block 1.8 to read: \$671,626.
- Exhibit A, Scope of Services to add:  
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:  
The contract price shall increase by \$710 for SFY 2014.  
The contract price shall increase by \$14,412 for SFY 2015.

Paragraph 1.2 to Paragraph 1:  
Funding is available as follows:

\$15,122 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 14144NH703W1003.

Contractor Initials: Jm  
Date: 5/12/14



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

---

Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
- Exhibit B-1 (2014) - Amendment 1
- Exhibit B-1 (2015) - Amendment 1

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



New Hampshire Department of Health and Human Services

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

State of New Hampshire  
Department of Health and Human Services

5/29/14  
Date

Brok Dupee  
Brook Dupee  
Bureau Chief

Southwestern Community Services, Inc.

May 12, 2014  
Date

John A. Manning  
Name: John A. Manning  
Title: Chief Executive Officer

Acknowledgement:

State of New Hampshire, County of Cheshire on May 12, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jill Tomlin  
Signature of Notary Public or Justice of the Peace



Jill Tomlin Notary  
Name and Title of Notary or Justice of the Peace



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## Exhibit A – Amendment 1

### SCOPE OF SERVICES

#### 1. Project Description

Southwestern Community Services, Inc. will provide public health nutrition services to low income women, infants, and children enrolled in the Women, Infants and Children (WIC), Commodity Supplemental; Food Program, and Breastfeeding Peer Counseling Programs. This Exhibit A - Amendment 1 modifies exhibit A, Scope of Service, by increasing the price limitation for the provision of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and to support educational training.

#### 2. Required Activities

Southwestern Community Services, Inc. will provide services to 1,962 women, infants and children monthly utilizing the StarLINC MIS system, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.
- Funding to sponsor two statewide nutrition counseling and customer service trainings.

#### 3. Performance Measures

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

##### Access to Nutrition Services:

- To serve 95%-105% of the assigned Women, Infants and Children and Commodity Supplemental Food Programs caseload throughout the fiscal year.
- To increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14<sup>th</sup> week of pregnancy.

##### Obesity Prevention:

- To increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period, to increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months, and to increase rates of exclusive breastfeeding.
- To develop initiatives in the area of increased physical activity for women and children.
- To develop initiatives in the area of decreased television viewing.
- To develop initiatives in the area of increased fruit and vegetable consumption.

*Jpn*

5/12/14



**Exhibit B-1 (2015) - Amendment 1  
Budget**

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

**Bidder/Contractor Name:** Southwestern Community Services, Inc.

**Budget Request for:** WIC Nutrition Program

*(Name of RFP)*

**Budget Period:** SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 1,200.00	\$ -	\$ 1,200.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel		\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 12.00	\$ -	\$ 12.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 12,000.00	\$ -	\$ 12,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 14,412.00</b>	<b>\$ -</b>	<b>\$ 14,412.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials: Jm  
Date: 5/12/14

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 19, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11<sup>th</sup> day of April A.D. 2014

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Elaine M. Amer, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Southwestern Community Services, Inc. Board of Directors.  
(Corporation Name)

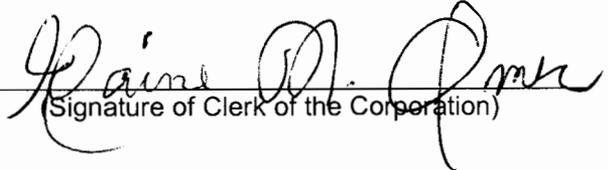
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 27, 2012 :  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of WIC services.

**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)  
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12<sup>th</sup> day of May, 2014.  
(Date Contract Signed)

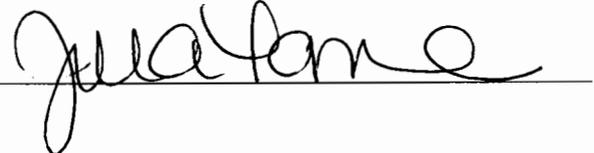
4. John A. Manning is the duly elected Chief Executive Officer of the Corporation.  
(Name of Contract Signatory) (Title of Contract Signatory)

  
(Signature of Clerk of the Corporation)

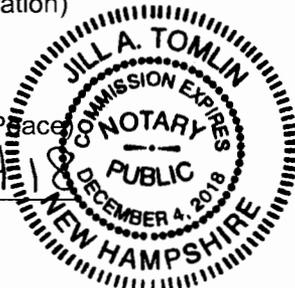
STATE OF NEW HAMPSHIRE  
County of Cheshire

The forgoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 2014,

By Elaine M. Amer  
(Name of Clerk of the Corporation)



Notary Public/Justice of the Peace  
(NOTARY SEAL)  
Commission Expires: 12.4.18





**Southwestern Community Services, Inc.**

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

**May 31, 2013**

**Ron L. Beaulieu & Company**

**CERTIFIED PUBLIC ACCOUNTANTS**

**SOUTHWESTERN COMMUNITY SERVICES, INC.**

**MAY 31, 2013**

**CONTENTS**

	<b>PAGE</b>
<b>INDEPENDENT AUDITORS' REPORT</b>	<b>1 – 2</b>
<b>MANAGEMENT'S FINANCIAL STATEMENTS</b>	
<b>COMBINED STATEMENTS OF FINANCIAL POSITION</b>	<b>3</b>
<b>COMBINED STATEMENTS OF ACTIVITIES</b>	<b>4</b>
<b>COMBINED STATEMENTS OF FUNCTIONAL EXPENSES</b>	<b>5 – 8</b>
<b>COMBINED STATEMENTS OF CASH FLOWS</b>	<b>9</b>
<b>NOTES TO FINANCIAL STATEMENTS</b>	<b>10 – 20</b>
<b>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 <i>GOVERNMENT AUDITING STANDARDS</i></b>	<b>21 – 22</b>
<b>SCHEDULE OF FINDINGS AND RESPONSES</b>	<b>23</b>

# Ron L. Beaulieu & Company

## CERTIFIED PUBLIC ACCOUNTANTS

[www.rlbc.com](http://www.rlbc.com)  
[accting@rlbc.com](mailto:accting@rlbc.com)

41 Bates Street  
Portland, Maine 04103

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

### INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

#### **Report on the Financial Statements**

We have audited the accompanying combined financial statements of Southwestern Community Services, Inc., which comprise the combined statements of financial position as of May 31, 2013 and 2012, and the related combined statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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

Management is responsible for the preparation and fair presentation of these financial statements in accordance with 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 auditor's judgments, including assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

## Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. as of May 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2014, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

*Ron L. Beaulieu & Co.*

Portland, Maine  
February 28, 2014

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENTS OF FINANCIAL POSITION**  
**MAY 31,**

	<b>2013</b>	<b>(RESTATED) 2012</b>
<b>CURRENT ASSETS</b>		
Cash	\$ 223,568	\$ 455,760
Accounts receivable (net)	160,511	215,810
Accounts receivable (net) - related	685,444	485,577
Draw receivable (net)	80,404	-
Contracts receivable (net)	623,820	429,916
Notes receivable, current portion (net) - related	4,447	5,838
Prepaid expenses	17,847	15,292
Inventory	149,113	256,953
Total current assets	<u>1,945,154</u>	<u>1,865,146</u>
<b>FIXED ASSETS</b>		
Real estate	12,452,359	11,252,170
Vehicles and equipment	891,619	872,379
Furniture and fixtures	20,361	20,361
Total fixed assets	<u>13,364,339</u>	<u>12,144,910</u>
Less - accumulated depreciation	(4,155,147)	(3,659,159)
Net fixed assets	<u>9,209,192</u>	<u>8,485,751</u>
<b>OTHER ASSETS</b>		
Investments in L.P.'s	100,700	100,700
Notes receivable from L.P.'s, less current portion (net)	142,000	142,409
Due from related L.P.'s	263,205	263,205
Accounts receivable from related L.P.'s, less current portion (net)	195,803	45,140
Cash escrow funds	150,136	116,982
Security deposits	15,306	14,367
Other assets	591	660
Total other assets	<u>867,741</u>	<u>683,463</u>
<b>TOTAL ASSETS</b>	<u>\$ 12,022,087</u>	<u>\$ 11,034,360</u>
<b>CURRENT LIABILITIES</b>		
Accounts payable	749,783	442,450
Accrued expenses	28,506	-
Accrued payroll and payroll taxes	133,537	9,207
Accrued compensated absences	119,350	140,884
Other current liabilities	24,444	27,651
Deferred revenue	275,810	359,313
Line of credit	299,953	299,953
Current portion of long-term debt	93,210	200,573
Total current liabilities	<u>1,724,593</u>	<u>1,480,031</u>
<b>LONG-TERM DEBT, less current portion</b>	<u>7,341,401</u>	<u>6,395,875</u>
<b>TOTAL LIABILITIES</b>	<u>9,065,994</u>	<u>7,875,906</u>
<b>NET ASSETS</b>		
Unrestricted	2,956,093	3,158,454
<b>TOTAL NET ASSETS</b>	<u>2,956,093</u>	<u>3,158,454</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 12,022,087</u>	<u>\$ 11,034,360</u>

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

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENTS OF ACTIVITIES**  
**YEARS ENDED MAY 31,**

	<b>2013</b>	<b>(RESTATED) 2012</b>
<b>REVENUES:</b>		
Government contracts	\$ 10,082,596	\$ 13,340,183
Program service fees	2,142,000	2,196,888
Rental income	288,758	628,044
Developer income	138,250	531,250
Support	334,394	324,103
Fundraising	95,276	98,437
Interest income	223	1,464
Sale of buildings	249,000	-
Gain (loss) on disposal of fixed assets	-	(5,625)
Realized investment gain (loss)	-	-
Gain (loss) on increase in LP investment	-	(201,358)
Forgiveness of debt	371,276	550,000
Miscellaneous	134,783	215,910
In-kind contributions	458,086	673,276
<b>TOTAL REVENUES</b>	<b>14,294,642</b>	<b>18,352,572</b>
<b>EXPENSES:</b>		
Program services:		
Home energy programs	4,659,695	5,239,772
Education and nutrition	2,179,930	2,564,317
Special needs	786,262	721,838
Housing and homeless services	4,603,230	7,582,404
Economic development services	306,753	327,437
Other programs	325,719	310,628
Total program services	12,861,589	16,746,396
Support services:		
Management and general	1,635,414	1,402,828
Total support services	1,635,414	1,402,828
<b>TOTAL EXPENSES</b>	<b>14,497,003</b>	<b>18,149,224</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>(202,361)</b>	<b>203,348</b>
<b>NET ASSETS - JUNE 1</b>	<b>3,158,454</b>	<b>3,098,439</b>
<b>PRIOR PERIOD ADJUSTMENT</b>	<b>-</b>	<b>(143,333)</b>
<b>NET ASSETS - JUNE 1 (RESTATEd)</b>	<b>3,158,454</b>	<b>2,955,106</b>
<b>NET ASSETS - MAY 31</b>	<b>\$ 2,956,093</b>	<b>\$ 3,158,454</b>

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

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED MAY 31, 2013**

	Program Services			
	Home Energy Programs	Education and Nutrition	Special Needs	Housing and Homeless Services
Payroll	\$ 445,150	\$ 879,518	\$ 418,771	\$ 1,296,100
Payroll taxes	47,229	127,270	46,971	119,634
Payroll benefits	130,160	331,475	168,623	304,766
Retirement	30,738	56,275	16,964	69,858
Advertising	-	1,478	13,260	12,865
Bank charges	-	-	-	2,416
Computer cost	-	-	-	-
Contractual	639,599	12,564	29,500	470,644
Depreciation	7,902	11,128	4,322	262,157
Dues/registrations	-	4,072	530	2,005
Duplicating	66	-	424	7,867
Insurance	2,234	11,485	5,141	69,968
Interest	-	-	503	183,439
Management fees	-	-	-	24,150
Meeting & conference	-	514	100	11,781
Miscellaneous expense	39,060	923	3,843	314,544
Equipment purchases	783	1,859	-	9,429
Office expense	952	2,853	2,179	-
Postage	12,962	105	147	6,560
Professional	3,500	-	-	18,405
Staff development & training	3,569	27,627	3,795	7,064
Subscriptions	-	-	-	257
Telephone	8,174	-	4,249	45,471
Fax	-	-	17	67
Travel	3,840	18,843	1,964	19,464
Vehicle	12,003	8,744	12,426	52,146
Rent	1,319	-	17,604	2,052
Space costs	-	58,045	568	509,389
Direct client assistance	3,269,835	-	-	31,837
Other direct program costs	620	167,066	34,361	748,895
In-kind expenses	-	458,086	-	-
<b>TOTAL EXPENSES</b>	<b>\$ 4,659,695</b>	<b>\$ 2,179,930</b>	<b>\$ 786,262</b>	<b>\$ 4,603,230</b>

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

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED MAY 31, 2013**

	Program Services		Support Services	Total Expenses
	Economic Development Programs	Other Programs	Management and General	
	Programs	Programs	and General	
Payroll	\$ 195,588	\$ -	\$ 804,774	\$ 4,039,901
Payroll taxes	20,221	-	75,848	437,173
Payroll benefits	52,995	-	103,767	1,091,786
Retirement	6,155	-	70,254	250,244
Advertising	128	-	(496)	27,235
Bank charges	-	-	-	2,416
Computer cost	-	-	9,302	9,302
Contractual	-	232,869	90,099	1,475,275
Depreciation	-	-	210,548	496,057
Dues/registration	30	9,234	2,360	18,231
Duplicating	470	-	-	8,827
Insurance	814	3,884	12,888	106,414
Interest	-	-	10,109	194,051
Management fees	-	-	-	24,150
Meeting & conference	-	4,913	28,187	45,495
Miscellaneous expense	64	11,050	93,986	463,470
Equipment purchases	754	-	-	12,825
Office expense	-	-	701	6,685
Postage	813	-	-	20,587
Professional	-	-	93,316	115,221
Staff development & training	-	-	13,428	55,483
Subscriptions	245	-	892	1,394
Telephone	5,650	667	-	64,211
Fax	-	-	-	84
Travel	5,854	-	2,749	52,714
Vehicle	-	45,770	-	131,089
Rent	159	-	-	21,134
Space costs	223	9,255	143	577,623
Direct client assistance	16,590	-	-	3,318,262
Other direct program costs	-	8,077	12,559	971,578
In-kind expenses	-	-	-	458,086
<b>TOTAL EXPENSES</b>	<b>\$ 306,753</b>	<b>\$ 325,719</b>	<b>\$ 1,635,414</b>	<b>\$ 14,497,003</b>

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

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES (RESTATED)**  
**YEAR ENDED MAY 31, 2012**

	Program Services			
	Home Energy Programs	Education and Nutrition	Special Needs	Housing and Homeless Services
Payroll	\$ 581,337	\$ 962,599	\$ 402,221	\$ 1,298,504
Payroll taxes	53,459	110,843	39,149	110,959
Payroll benefits	151,105	348,619	131,131	300,164
Retirement	40,584	63,297	11,510	82,647
Advertising	494	3,018	-	5,680
Bank charges	-	-	-	3,480
Computer cost	10,780	-	3,910	19,859
Contractual	1,032,729	4,045	8,862	3,428,709
Depreciation	7,902	27,108	3,520	266,627
Dues/registrations	-	87	525	2,256
Duplicating	377	-	784	4,631
Insurance	10,507	10,708	5,055	120,265
Interest	-	-	681	196,085
Management fees	-	-	-	52,429
Meeting & conference	7,036	-	70	12,810
Miscellaneous expense	1,884	1,311	2,672	47,603
Equipment purchases	1,172	3,219	-	13,129
Office expense	14,666	7,141	2,728	22,685
Postage	11,586	2,017	113	8,204
Professional	-	-	-	67,119
Staff development & training	13,327	15,513	4,818	9,563
Subscriptions	-	-	-	350
Telephone	13,120	-	3,938	47,739
Fax	-	-	44	153
Travel	2,972	21,684	1,914	19,205
Vehicle	11,646	7,606	11,175	59,371
Rent	13,658	-	34,904	25,571
Space costs	-	67,624	149	605,061
Direct client assistance	3,258,373	-	-	45,066
Other direct program costs	1,058	234,602	51,965	706,480
In-kind expenses	-	673,276	-	-
<b>TOTAL EXPENSES</b>	<b>\$ 5,239,772</b>	<b>\$ 2,564,317</b>	<b>\$ 721,838</b>	<b>\$ 7,582,404</b>

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

### Vision Statement

SCS seeks to create and support a climate within the communities of southwestern New Hampshire wherein *poverty is never accepted* as chronic or permanent condition of any person's life.

### Mission Statement

SCS strives to empower low income people and families. *With dignity and respect*, SCS will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward *self-sufficiency*.

### Community Statement

In *partnership and close collaboration* with local communities, SCS will provide *leadership and support* to develop resources, programs and services to further aid this population.

(from SCS Personnel Policies and Procedures 2014)

**Southwestern Community Services, Inc. Board of Directors - Composition – 2014 –**

**CHESHIRE COUNTY**

**SULLIVAN COUNTY**

**CONSTITUENT  
SECTOR**

**Beth Fox**  
Vice Chair, NH CDBG  
Advisory Council

**Penny Despres**  
New Hope New Horizons  
Program Representative

**Daisy Heath**  
Head Start Policy Council  
Parent Representative to Board

**David Hill**  
Homeless Services Program  
Representative – Sullivan Cty

**Cathy Paradis**  
Director Family School Connections  
Childcare Resource & Referral Program

**Mary Lou Huffling**  
Fall Mountain Emergency Food Shelf  
Alstead Friendly Meals

**PRIVATE  
SECTOR**

**Elaine Amer, Clerk/Treasurer**  
Construction Trades  
Amer Electric

**Scott Croteau, Vice Chairperson**  
Banking Finance Community

**Kevin Watterson, Chairperson**  
Vice President,  
g. housen and co. inc.

**John Rider**  
Chairman of the Board of Directors  
New Hampshire Oil Heat Council

**Lou Gendron**  
President, Congress of Claremont  
Senior Citizens

**Anne Beattie**  
ServiceLink of Sullivan County  
Advisory Committee

**PUBLIC  
SECTOR**

**Leroy Austin**  
Town of Winchester  
NH Code Enforcement

**Senator Molly Kelly**  
Senate District 10

**Peter (Sturdy) Thomas**  
Selectperson  
Town of Dublin

**David Edkins**  
Administrator,  
Planning & Zoning  
Town of Charlestown

**Raymond Gagnon**  
NH House of Representatives

**Vacant**

# KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Southwestern Community Services

Name of Bureau/Section: DHHS, DPHS, Healthy Eating & Phys. Act. Section

BUDGET PERIOD:	SFY 14	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
John Manning, Chief Executive Officer	\$117,353	0.00%	\$0.00
Meg Freeman, Chief Financial Officer	\$107,016	0.00%	\$0.00
Sarah Burke, WIC/CSFP Director	\$37,440	100.00%	\$37,440.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$37,440.00</b>

BUDGET PERIOD:	SFY 15	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
John Manning, Chief Executive Officer	\$117,353	0.00%	\$0.00
Meg Freeman, Chief Financial Officer	\$107,016	0.00%	\$0.00
Sarah Burke, WIC/CSP Director	\$37,440	100.00%	\$37,440.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$37,440.00</b>

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

# John A. Manning

## Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

## Experience

2014–Present                      Southwestern Community Services Inc.  
Keene, NH

### Chief Executive Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Reports to the agency board of directors.

1990–2014                      Southwestern Community Services Inc.  
Keene, NH

### Chief Financial Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995                      Keene State College                      Keene, NH

### Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990                      John A. Manning,                      Keene, NH

### Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients

1975-1978                      Kostin and Co. CPA's                      West Hartford, Ct.

**Staff Accountant**

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

**Education**

1971–1975                      University of Mass.                      Amherst, Ma.

- B.S. Business Administration in Accounting

**Organizations**

American Institute of Certified Public Accountants

NH Society of Certified Public Accountants

Margaret Freeman

---

Experience

2000 – Present

Southwestern Community Services Inc.  
Keene, NH

Chief Financial Officer (2014 – present)

Responsible for supervising the quality of accounting and financial reporting of SCS; a Community Action Agency. Total funding of \$18 million; federal, state and local funding sources. Primary responsibilities include overseeing the accounting, implementation and monitoring of internal controls.

Fiscal Director (2000-2014)

Responsible to lead and manage the daily operations of the Fiscal Department of SCS. Primary duties include budget prep and analysis, financial statement prep, reporting to the board of directors, and audit coordination.

1993 – 2000

Accountant

Emile J. Legere Management Corp  
Keene, NH

Provided bookkeeping for real estate management/development corp. Managed 16 affordable housing properties. Responsible for cash management, general ledger, A/P, A/R, financial statement prep, and audit prep. Leasing Manager of large commercial/retail property responsible for lease management and marketing of over 30 retail spaces.

Education

Leadership New Hampshire, Graduate 2011

Plymouth State University, Plymouth, NH  
M.B.A., 1999

Keene State College, Keene, NH  
B.S., Management, 1991

Sarah Schenck Burke  
sburke@scshelps.org

## **WORK EXPERIENCE**

December 2011-present WIC & CSFP Director, Southwestern Community Services, Keene, NH Responsible for the overall organization and operation of the program, including schedules, budget, outreach, management and monitoring.

2010-2011 Nutrition Services Director, Applewood Healthcare & Rehabilitation, Winchester, NH Responsible for organizing and directing the Nutrition Services Department of a 72 bed long term care and rehabilitation facility. Ensure that staff practices and all aspects of meal service meet the needs of the residents, company policy, and current professional standards of practice.

1998-2010 WIC Nutritionist, Southwestern Community Services, Keene, NH Encourage and support healthy habits for growing families. Counsel WIC participants as part of their WIC certification. Be part of the WIC team.

1995-1998 Dietary Department Manager, Westwood Healthcare, Keene, NH Manage all aspects of the dietary department of an 82 bed long term care and rehabilitation facility, including meeting the needs of residents, staffing the dietary department, budget.

1993-1995 and 1983-1986 Staff Dietitian, Sowerby Healthcare, Keene, NH Assess nutritional needs of residents through food preference interviews, anthropometric and lab data. Perform kitchen sanitation reviews. Support dietary department.

## **EDUCATION**

University of New Hampshire, Durham, NH BS Home Economics, Human Nutrition and Dietetics

Serve-Safe Certification

95 RB

Handwritten initials



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C Approved

March 29, 2013

Date 6/5/2013  
Item # 95

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

100% Federal

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Southwestern Community Services, Inc. (Vendor #177511 R001), 63 Community Way, PO Box 603, Keene, New Hampshire 03431, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$656,504.00, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	41,212.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	9,827.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	168,905.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	64,772.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	4,961.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	15,912.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	22,763.00
			Sub-Total	\$328,352.00

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 15	102-500734	Contracts for Prog Svc	90006001	41,212.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	9,827.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	168,905.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	64,772.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	4,961.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	15,912.00
SFY 15	102-500734	Contracts for Prog Svc	90006041	22,563.00
			Sub-Total	\$328,152.00
			Total	\$656,504.00

**EXPLANATION**

Funds in this agreement will be used by Southwestern Community Services, Inc. to provide direct nutrition services monthly to 2,598 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Cheshire and Sullivan Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 2,598 clients in Cheshire and Sullivan Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 29, 2013  
Page 3

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

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$694,832. This represents a decrease of \$38,328 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

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

- 66% of prenatal clients will enroll in the WIC Program by the 14<sup>th</sup> week of pregnancy.
- 15% of of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 74% of of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeed until 3 months and 26% of WIC participants will exclusively breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Cheshire and Sullivan Counties.

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

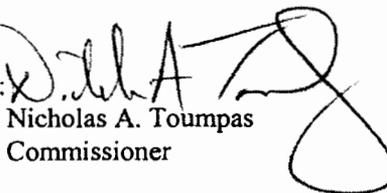
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

JTM/lr

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way, PO Box 603 Keene NH 03431	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 010-090-5260-102-500734	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$656,504
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Kevin Watterson</i>		1.12 Name and Title of Contractor Signatory Kevin Watterson, Chairperson SCS Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>4/23/13</u> , the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person who is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
Signature of Notary Public or Justice of the Peace <i>Margaret Freeman</i>			
Name of Notary or Justice of the Peace Margaret Freeman, Notary			
1.14 State Agency Signature <i>Lisa L. Bujno</i>		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Hernandez</i> Attorney On: <i>29 April 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

**7. PERSONNEL.**

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

*WIC-CSFP-BFPC Services*

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

**CONTRACTOR NAME:** Southwestern Community Services, Inc.

**ADDRESS:** 63 Community Way, PO Box 603  
Keene NH 03431

**Executive Director:** William Marcello  
**TELEPHONE:** 603-352-7512

**The Contractor shall:**

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

1.1 Culturally and Linguistically Appropriate Standards of Care

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

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

1.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 1,962 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 636 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

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

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

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
  - a. use of local media;
  - b. distribution of informational booklets and referral materials;
  - c. coordination with health and social service programs and agencies;
  - d. maintenance of participant waiting list, if appropriate;
  - e. specific activities to foster enrollment early in pregnancy and infancy; and
  - f. specific activities targeting retention of children until their fifth birthday.
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
  - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
  - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
  - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
  - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
  - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
  - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

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

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

CSFP Responsibilities:

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

WIC & CSFP Administrative Responsibilities:

24. The Contractor shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.
  - 24.1 A recommended ratio of 350-400 participants to one FTE staff person.
  - 24.2 A recommended ratio of 750-800 participants to one FTE nutritionist.
  - 24.3 The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
  - 24.4 The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

- 24.5 If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
25. The Contractor shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC or CSFP services without specific written approval from the State.
- 25.1 The Contractor shall assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
26. The Contractor shall comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
27. The Contractor shall notify the State about planned changes in key staff, clinic relocations, clinic closures, and other major changes in advance.
28. The Contractor shall conduct special projects as appropriate funding is received.
29. The Contractor shall complete and submit a quarterly time study of all WIC/CSFP staff utilizing forms and instructions provided by the State Agency.
30. The Contractor shall submit a report on their progress towards meeting performance measures every 6 months and a final report on the overall program goals and objectives at the end of the two-year contract period.

**BFPC Responsibilities:**

1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program,
  - 1.1. The Contractor shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
  - 1.2. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
2. The Contractor shall administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
  - 2.1 The Contractor shall assure adequate program support from local management.
  - 2.2 The appropriate definition of a peer counselor shall be:
    - 2.2.1 Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.

- 2.2.2 Paraprofessionals provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
  - 2.2.3 Must be recruited and hired from the target population.
  - 2.2.4 Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.3 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator at the local level.
  - 2.4 The Coordinator shall have defined job parameters and job descriptions for peer counselors.
  - 2.5 The Contractor shall provide adequate compensation and reimbursement of peer counselors.
  - 2.6 The Contractor shall assure training of local peer counseling management and clinic staff includes use of:
    - 2.6.1 Loving Support Through Peer Counseling: A Journey Together for WIC Managers training curriculum and presentations, and
    - 2.6.2 Loving Support Through Peer Counseling: A Journey Together for WIC Peer Counselors training curriculum and presentations.
  - 2.7 The Contractor shall adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
  - 2.8 The Contractor shall assure adequate supervision and monitoring of peer counselors.
  - 2.9 The Contractor shall establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
3. The Contractor shall assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in clinic staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

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

The remainder of this page is intentionally left blank

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Southwestern Community Services, Inc.

ADDRESS: 63 Community Way, PO Box 603  
Keene NH 03431

Executive Director: William Marcello  
TELEPHONE: 603-352-7512

Vendor #177511 R001

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

Amount	Appropriation #	Job #	Funding Source	CFDA #	Federal Funds
\$82,424	010-090-5260-102-500734	90006001	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$19,654	010-090-5260-102-500734	90006002	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$337,810	010-090-5260-102-500734	90006003	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$129,544	010-090-5260-102-500734	90006004	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$45,326	010-090-5260-102-500734	90006041	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$9,922	010-090-5260-102-500734	90006007	Commodity Supplemental Food Program (USDA)	10.565	100%
\$31,824	010-090-5260-102-500734	90006022	WIC Breastfeeding Peer Counseling Program (USDA)	10.557	100%

TOTAL: \$656,504

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

Contractor Initials: KW

Date: 4-23-13

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Southern New Hampshire Services, Inc.**

This 1<sup>st</sup> Amendment to the Southern New Hampshire Services, Inc., contract (hereinafter referred to as "Amendment One") dated this 17<sup>th</sup> day of Nov, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at PO Box 5040, 40 Pine Street, Manchester, NH, 03108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, 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 the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by increasing the price limitation.

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 as follows:

To amend as follows:

- Form P-37, to change:  
Block 1.8 to read: \$3,069,527.
- Exhibit A, Scope of Services to add:  
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:  
The contract price shall increase by \$1,845 for SFY 2014.  
The contract price shall increase by \$6,556 for SFY 2015.

Paragraph 1.2 to Paragraph 1:  
Funding is available as follows:

\$8,401 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN), 14144NH703W1003.



Delete Paragraph 6

Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:  
Exhibit B-1 (2014) - Amendment 1  
Exhibit B-1 (2015) - Amendment 1

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

Contractor Initials: GM  
Date: 5/20/14



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

State of New Hampshire  
Department of Health and Human Services

5/29/14  
Date

[Signature]  
Brook Dupee  
Bureau Chief

Southern New Hampshire Services, Inc.

5-18-14  
Date

[Signature]  
Name: Gale F. Hennessy  
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Hillsborough on May 12, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Diane P. Erikson, Executive Assistant  
Name and Title of Notary or Justice of the Peace



Contractor Initials: [Signature]  
Date: 5-12-14



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: AAG

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

Contractor Initials: OCW  
Date: 5-18-14



## Exhibit A – Amendment 1

### SCOPE OF SERVICES

#### 1. Project Description

Southern New Hampshire Services, Inc. will provide public health nutrition services to low income women, infants, and children enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Programs. This Exhibit A – Amendment 1 modifies exhibit A, Scope of Services, by increasing the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and to support educational training.

#### 2. Required Activities

SNHS will provide services to 8,389 women, infants and children monthly utilizing the StarLINC MIS system, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- The WIC Nutrition Coordinator to attend a national education conference sponsored by the National WIC Association in September 2014.
- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.

#### 3. Performance Measures

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

##### Access to Nutrition Services:

- To serve 95%-105% of the assigned Women, Infants and Children and Commodity Supplemental Food Programs caseload throughout the fiscal year.
- To increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14<sup>th</sup> week of pregnancy.

##### Obesity Prevention:

- To increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period, to increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months, and to increase rates of exclusive breastfeeding.
- To develop initiatives in the area of increased physical activity for women and children.
- To develop initiatives in the area of decreased television viewing.
- To develop initiatives in the area of increased fruit and vegetable consumption.

**Exhibit B-1 (2014) - Amendment 1  
Budget**

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

Bidder/Contractor Name: Southern New Hampshire Services, Inc.

Budget Request for: WIC Nutrition Program  
(Name of RFP)

Budget Period: SFY 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 1,050.00	\$ -	\$ 1,050.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 795.00	\$ -	\$ 795.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,845.00</b>	<b>\$ -</b>	<b>\$ 1,845.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials: OSM

Date: 5-12-10



State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3<sup>rd</sup> day of April A.D. 2014

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

William M. Gardner  
Secretary of State

WITHOUT SEAL

**CERTIFICATE OF VOTE**

I, Jill McLaughlin, of Southern New Hampshire Services, Inc., do hereby certify that:

- 1. I am the duly elected Secretary of Southern New Hampshire Services, Inc.;
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on September 30, 2013;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

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

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

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 12, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 12th day of May, 2014.

  
\_\_\_\_\_  
Jill McLaughlin, Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of May, 2014 by Jill McLaughlin.



  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: June 3, 2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2014

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com	
<b>INSURED</b> Southern NH Services P.O. Box 5040  Manchester NH 03108		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Ins Co <b>INSURER B:</b> MEMIC Indemnity Company <b>NAIC #</b> 11030 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 13-14 All lines

REVISION NUMBER:

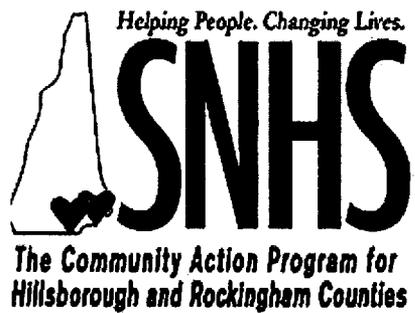
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK959421	12/31/2013	12/31/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Employee Benefits						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liab						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$	
A	AUTOMOBILE LIABILITY			PHPK959421	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							Underinsured motorist	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB406269	12/31/2013	12/31/2014	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801290 (3a.) ME & NH All officers included	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Crime			PHPK959421	12/31/2013	12/31/2014	Fidelity:	\$250,000

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

**CERTIFICATE HOLDER****CANCELLATION**

NH DHHS 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  Laura Perrin/JSC <i>Laura Perrin</i>



**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2013**

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2013

---

*TABLE OF CONTENTS*

	<i>Page</i>
<b>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 <i>Government Auditing Standards</i></b>	<b>1</b>
<b>Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance and Schedule of Expenditures of Federal Awards Required by OMB Circular A-133</b>	<b>3</b>
<b>Schedule of Expenditures of Federal Awards</b>	<b>6</b>
<b>Notes to Schedule of Expenditures of Federal Awards</b>	<b>8</b>
<b>Schedule of Findings and Questioned Costs</b>	<b>9</b>
<b>Financial Report</b>	

# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.  
Mark R. Carrier, C.P.A., C.V.A.  
George A. Roberge, C.P.A.

Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

## **Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards***

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Southern New Hampshire Services, Inc. (the Organization), which comprise the statement of financial position as of July 31, 2013, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 30, 2014.

### **Internal Control over Financial Reporting**

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

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

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

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc.'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.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

April 30, 2014  
Lewiston, Maine

**OUELLETTE & ASSOCIATES, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.  
Mark R. Carrier, C.P.A., C.V.A.  
George A. Roberge, C.P.A.

Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

**Independent Auditors' Report on Compliance for Each Major Program and on  
Internal Control over Compliance and Schedule of Expenditures of  
Federal Awards Required by OMB Circular A-133**

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

**Report on Compliance for Each Major Program**

We have audited Southern New Hampshire Services, Inc.'s (the Organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc.'s major federal programs for the year ended July 31, 2013. Southern New Hampshire Services, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc.'s compliance.

## **Opinion on Each Major Federal Program**

In our opinion, Southern New Hampshire Services, 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 July 31, 2013.

## **Report on Internal Control over Compliance**

Management of Southern New Hampshire Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc.'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 by governance.

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

## **Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133**

We have audited the financial statements of Southern New Hampshire Services, Inc. as of and for the year ended July 31, 2013, and have issued our report thereon dated April 30, 2014, which contained an unmodified opinion on those financial statements. 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 is presented for purposes of additional analysis as required by OMB Circular A-133 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 schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

April 30, 2014  
Lewiston, Maine

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2013**

<u>Federal Grantor Pass-Through Grantor Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Federal Expenditures</u>
<b><u>U.S. Department of Agriculture:</u></b>			
Pass-Through State of New Hampshire Department of Health and Human Services			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	1016781	\$ 1,288,482
	10.557	177198	<u>106,452</u>
			<b>1,394,934</b>
Commodity Supplemental Food Program	10.565	1016781	178,469
	10.565	177198	<u>25,226</u>
			<b>203,696</b>
Pass-Through State of New Hampshire Department of Education			
Child and Adult Care Food Program	10.558		682,283
Summer Food Service Program for Children	10.559	634	91,523
Farmers' Market Promotion Income	10.168	NH-300-11	27,375
Partnership Agreements to Develop Non-Insurance Risk Management Tools for Procedures	10.456	11-IE-53102-085	25,894
Beginning Farmer and Rancher Development Program	10.311	2011-49400-30626	<u>128,077</u>
			<b>Total U.S. Department of Agriculture</b>
			<b><u>\$ 2,553,782</u></b>
<b><u>U.S. Department of Housing and Urban Development:</u></b>			
Direct Program			
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ 292,244
Pass-Through State of New Hampshire Division of Behavioral Health			
Supportive Housing Program	14.235	NH0037B1T02080	34,539
Pass-Through Belknap Merrimack Community Action Program			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		<u>142,976</u>
			<b>Total U.S. Department of Housing and Urban Development</b>
			<b><u>\$ 469,759</u></b>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
(Continued)  
YEAR ENDED JULY 31, 2013**

<u>Federal Grantor Pass-Through Grantor Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Federal Expenditures</u>
<b><u>U.S. Department of Labor:</u></b>			
Direct Program			
Youth Build	17.274		243,972
Pass-Through State of New Hampshire Department of Resources and Economic Development			
WIA Cluster			
WIA Adult Program	17.258	1018853	\$ 1,234,623
WIA – Dislocated Workers	17.278	1018853	<u>2,266,889</u>
Total WIA Cluster			<b>3,501,512</b>
WIA – Incentive Grants - WIA Section 503	17.267		120,388
WIA – National Emergency Grants	17.277	1019830	<u>986,348</u>
<b>Total U.S. Department of Labor</b>			<b><u>\$ 4,852,220</u></b>
<b><u>U.S. Department of Energy:</u></b>			
Pass-Through State of New Hampshire Governor’s Office Of Planning			
Weatherization Assistance for Low-Income Persons	81.042	1020297	\$ 419,542
ARRA - Weatherization Assistance for Low-Income Persons	81.042	CE861478	147,847
Pass-Through State of New Hampshire Community Development Finance Authority			
Energy Efficiency and Conservation Block Grant	81.128		<u>299,867</u>
<b>Total U.S. Department of Energy</b>			<b><u>\$ 867,256</u></b>
<b><u>U.S. Department of Education:</u></b>			
Pass-Through State of New Hampshire Department of Education			
Adult Basic Education Program	84.002	27019, 37006	<u>\$ 120,416</u>
<b>Total U.S. Department of Education</b>			<b><u>\$ 120,416</u></b>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
(Continued)  
YEAR ENDED JULY 31, 2013**

<u>Federal Grantor Pass-Through Grantor Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Federal Expenditures</u>
<b><u>U.S. Department of Health and Human Services:</u></b>			
<b>Direct Program</b>			
Headstart	93.600	N/A	<b>\$ 5,602,743</b>
Pass-Through State of New Hampshire Office of Energy And Planning			
Low-Income Home Energy Assistance Program	93.568	1025872	<b>11,154,583</b>
Special Programs for the Aging Title III Part B Grants for Supportive Services and Senior Centers	93.044	1029455	<b>10,791</b>
Pass-Through State of New Hampshire Department of Health and Human Services			
Temporary Assistance for Needy Families	93.558	1024239	<b>2,479,149</b>
Community Services Block Grant	93.569	1026138	<b>1,226,648</b>
Community Services Block Grant – Discretionary Awards	93.570		<b>101,306</b>
CCDF Cluster			
Child Care and Development Block Grant	93.575	1019818, 1019732	<b>342,313</b>
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596		<b><u>596,465</u></b>
Total CCDF Cluster			<b>938,778</b>
Refugee and Entrant Assistance– Discretionary Grants	93.576	#90RE0179	<b><u>21,976</u></b>
<b>Total U.S. Department of Health and Human Services</b>			<b><u>\$ 21,535,974</u></b>
<b><u>Corporation for National and Community Services:</u></b>			
<b>Direct Program</b>			
Retired and Senior Volunteer Program	94.002		<b><u>\$ 113,185</u></b>
<b>Total Corporation for National and Community Services</b>			<b><u>\$ 113,185</u></b>
<b><u>U.S. Department of Homeland Security:</u></b>			
<b>Pass-Through Regional United Way Agency -</b>			
Emergency Food and Shelter National Board Program	97.024		<b><u>\$ 12,000</u></b>
<b>Total U.S. Department of Homeland Security</b>			<b><u>\$ 12,000</u></b>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<b><u>\$30,524,592</u></b>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2013

---

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Southern New Hampshire Services, Inc. and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

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 OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**JULY 31, 2013**

---

**Section I      Summary of Auditors' Results**

**Financial Statements**

Type of auditors' report issued:		Unmodified
Internal control over financial reporting:		
Material weakness(es) identified?	Yes <input checked="" type="checkbox"/> No	
Significant deficiency(ies) identified?	Yes <input checked="" type="checkbox"/> None reported	
Noncompliance material to financial statements noted?	Yes <input checked="" type="checkbox"/> No	

**Federal Awards**

Internal control over major programs:		
Material weakness(es) identified?	Yes <input checked="" type="checkbox"/> No	
Significant deficiency(ies) identified?	Yes <input checked="" type="checkbox"/> None reported	
Type of auditors' report issued on compliance for major programs:		Unmodified
Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	Yes <input checked="" type="checkbox"/> No	

**Identification of major programs:**

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
<u>WIA – Cluster</u>	
WIA Adult Program	17.258
WIA Dislocated Worker Formula Grants	17.278
WIA – National Emergency Grants	17.277
Community Services Block Grant	93.569
Temporary Assistance for Needy Families	93.558
<u>CCDF - Cluster</u>	
Child Care and Development Block Grant	93.575
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596
Head Start	93.600

Dollar threshold used to distinguish between  
Type A and Type B programs: \$915,738

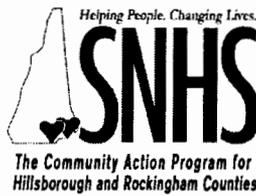
Auditee qualified as low-risk auditee?  Yes  No

**Section II      Financial Statement Findings**

No matters are reportable.

**Section III      Federal Award Findings and Questioned Costs**

No matters are reportable.



**SOUTHERN NEW HAMPSHIRE SERVICES**  
*The Community Action Partnership for Hillsborough and Rockingham Counties*  
*Helping People. Changing Lives.*

**MISSION STATEMENT**

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 66 towns and 2 cities in Hillsborough and Rockingham Counties.

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

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

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

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

The Community Action Agency for Hillsborough and Rockingham Counties

**BOARD OF DIRECTORS ~ MARCH 2014**

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<p><u>Representing Manchester</u> Lou D'Allesandro Peter Ramsey</p>	<p><u>Representing Manchester</u> German J. Ortiz Term: 9/12-9/15</p> <p>Sarah Jacobs Term: 9/11-9/14</p>	<p><u>Representing Manchester</u> James Brown Term: 9/12-9/15</p> <p>Vacant</p>	<p>Esther Brailsford Term: 3/13-12/13</p>
<p><u>Representing Nashua</u> Constance J. Erickson, <i>Treasurer</i> Timothy Lavoie</p>	<p><u>Representing Nashua</u> Dolores Bellavance, <i>Vice-Chairman</i> Term: 9/12-9/15</p> <p>Wayne R. Johnson Term: 9/12-9/15</p>	<p><u>Representing Nashua</u> Janet Allard Term: 9/11-9/14</p> <p>Shirley Pelletier Term: 6/12-9/14</p>	
<p><u>Representing Towns</u> Thomas Mullins Linda T. Foster</p>	<p><u>Representing Towns</u> Richard Delay, Sr., <i>Chairman</i> Term: 9/12-9/15</p> <p>Mary M. Moriarty Term: 9/12-9/15</p>	<p><u>Representing Towns</u> Martha Verville Term: 9/13-9/16</p> <p>Deidre O'Malley Term: 9/13-9/16</p>	
<p><u>Representing Rockingham County</u> Donna Schlachman Jill McLaughlin, <i>Secretary</i></p>	<p><u>Representing Rockingham County</u> Thomas Meissner Term: 9/11-9/14</p> <p>Dan McKenna Term: 12/11-9/14</p>	<p><u>Representing Rockingham County</u> Patti Ott Term: 9/13-9/16</p> <p>Alicia Salisbury Term: 12/13-9/16</p>	

# KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Southern New Hampshire Services

Name of Bureau/Section: DHHS, DPHS, Healthy Eating & Phys. Act. Section

BUDGET PERIOD:		
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract
Gale F. Hennessy, CEO & Executive Director	\$183,001	0.00%
Michael O'Shea, Fiscal Officer/Deputy Director	\$134,007	0.00%
Kathleen Devlin, Director, Community Health and Nutrition Services	\$58,204	96.00%
Jenifer Chabot, WIC Operations Coordinator	\$41,296	100.00%
Elizabeth Ellen O'Connell, Nutrition and Breastfeeding Coordinator	\$47,648	100.00%
	\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>		

BUDGET PERIOD:		
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract
Gale F. Hennessy, CEO & Executive Director	\$183,001	0.00%
Michael O'Shea, Fiscal Officer/Deputy Director	\$134,007	0.00%
Kathleen Devlin, Director, Community Health and Nutrition Services	\$58,204	96.00%
Jenifer Chabot, WIC Operations Coordinator	\$41,296	100.00%
Elizabeth Ellen O'Connell, Nutrition and Breastfeeding Coordinator	\$47,648	100.00%
	\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>		

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

## GALE F. HENNESSY

### EXPERIENCE

January 1976 - Present

**CEO & Executive Director - Southern New Hampshire Services, Inc.**

**Community Action Agency for Hillsborough County, NH**

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

*State, Regional and National Activities:*

President – NH Community Action Association – 1981 - Present

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

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

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

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

January 1968 - 1976

**Deputy Director - Southern New Hampshire Services, Inc.**

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

March 1967 - 1968

**Operation HELP Director**

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

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

## EDUCATION

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

## AFFILIATIONS

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

## MICHAEL O'SHEA

### EXPERIENCE

- 1976 - Present     **Southern New Hampshire Services, Inc.**  
**Community Action Agency for Hillsborough County, N H**  
**Fiscal Officer / Deputy Director**  
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976     **Accountant**  
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.  
  
Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974     **Social Worker**  
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973     **Jordan Marsh, Portland, Maine**  
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

### EDUCATION

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

**KATHLEEN DEVLIN**

**OBJECTIVE:** Non-Profit Administrative Leadership Position.

**EMPLOYMENT**

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

## Jenifer Chabot

---

**OBJECTIVE:** To continue to support low-income families in professional health care setting.

**EDUCATION:** Bachelor of Science-Dietetics and Nutrition in Industry with a business minor  
The Ohio State University, Columbus, Ohio  
Graduation Date June, 2007

Bachelor of Science-Accounting with a Finance minor  
Franklin University, Columbus, Ohio  
Graduation Date December, 2009

### WORK

**Experience:** **WIC Operations Coordinator** April, 2014 to Present  
SNHS-WIC, Hillsboro and Rockingham County, NH

- Provides overall supervision of WIC clinics, voucher distributions, WIC staff activities, WIC/CSFP front desk/intake staff, and Starline /CSST computer day to day activities.
- Monitors program compliance and assists management in ensuring that all requirements are met regarding WIC/CSFP qualification/certification activities related to Federal, State, and Local Agency policy and procedure.
- Plans and conducts WIC/CSFP front desk/intake training components at monthly staff meetings, performs ongoing staff training on assigned staff, and conducts annual staff evaluations.
- Follows up on first offence voucher violations per state requirements.
- Oversees ordering of office and state supplies including filling out necessary requisitions and receiving reports.
- Recommends and implements operational programmatic changes to ensure smooth delivery of quality services to program participants.
- Keeps all computer equipment working and available for the WIC/CSFP staff
- Initiates and coordinates special initiatives: Lead Screenings, Oral health, and staff in-service trainings.
- Acts as a liaison with the WIC State Agency, other WIC agencies, and Community social service agencies for outreach activities
- Facilitates survey requests from the state WIC agency as requested

**Lead Nutritionist**

June, 2007 to April 2014

SNHS-WIC, Hillsboro County, NH

- Direct overall supervision of the nutrition staff and clinic procedures
- Knowledgeable of WIC regulations and procedures
- Coordinate medical services and oversee that medical procedures are followed
- Certify applicants and provide nutritional counseling
- Record and document medical information
- Maintains client and staff confidentiality according to agency guidelines
- Conduct and evaluate staff evaluations
- Perform ongoing staff trainings
- Assist in data collection and statistical analysis for the NH State office
- Monitor work flow and assign additional nutritional activities
- Coordinates Lead Screenings and conducts quarterly reports
- Initiates and coordinates in-service trainings with other Community Health Providers
- Provides referrals to other SNHS programs and Community organizations

**Fit WIC Coordinator**

January, 2007 to 2009

- Provide quarterly reports on the number of children served, BMI, and weight management.
- Developed nutrition education and fitness classes for parents and children
- Assistant participants on finding alternative ways to keep their children active and healthy year round.
- Work with community partners to increase health awareness programs

**Consultant/Support Staff**

June, 2006 to June 2007

Jenny Craig, Columbus, Ohio

- Develop weekly menus to meet client's needs
- Monitor clients weight loss goals
- Responsible for assisting Center Director, inventory, invoicing client orders, payments, bank deposits, and closing center procedures.

**Server Assistant**

June, 2004 to Sept. 2006

Ruth Chris Steak House, Columbus, Ohio

- Serve and prepare food and beverages
- Train new staff

**Floor Supervisor and Server** August, 2001 to May 2004

Cooker Bar and Grill, Columbus, Ohio

- Oversee the locations banking activities, invoicing, and closing procedures
- Train new servers on menu items and customer service

**SKILLS:**

- Knowledgeable on current material in the health care field
- Certified Lactation Counselor
- Attend professional workshops for continuing education
- Successful team leader with strong interpersonal skills
- Work well in a fast paced environment and under pressure
- Well organized and great at meeting deadlines
- Great at multitasking
- Excellent with computers: Word, Excel, Power Point, and Database Software

## Elizabeth Ellen O'Connell

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

### Nutrition and Breastfeeding Coordinator

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

GYM USA 2001-2008

### Manager 2004-2008

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

### Nutritionist, Personal Trainer and Pilates Instructor, Customer Service

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

SNHS, WIC Program 2000-2005

### Nutritionist

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

Education

B.S. Nutritional Science, University of New Hampshire

47



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



April 1, 2013

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

**G&C Approved**

Date 6/5/2013  
Item # 47

REQUESTED ACTION

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

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	200,172.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	68,694.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	640,055.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	255,848.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	203,282.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	61,694.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	100,968.00
			Sub-Total	\$1,530,713.00
SFY 15	102-500734	Contracts for Prog Svc	90006001	200,172.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	68,694.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	640,055.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	255,848.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	203,282.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	61,694.00

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

### EXPLANATION

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
April 1, 2013  
Page 3

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

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

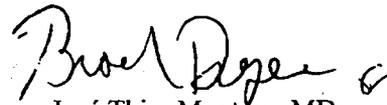
- 62% of prenatal clients will enroll in the WIC Program by the 14<sup>th</sup> week of pregnancy.
- 16% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 75% of WIC infants will be breastfed.
- 26% of WIC participants will exclusively breastfeed until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

Area served: Hillsborough and Rockingham Counties.

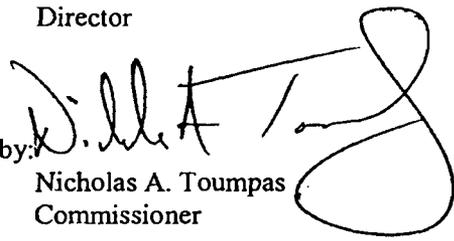
Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

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

Respectfully submitted,

  
José Thier Montero, MD  
Director

Approved by:

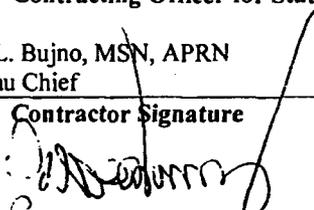
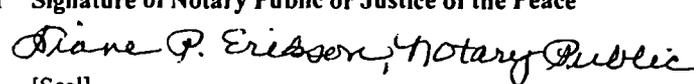
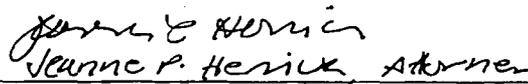
  
Nicholas A. Toumpas  
Commissioner

JTM/lr

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

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:  
**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Southern New Hampshire Services, Inc.		<b>1.4 Contractor Address</b> 40 Pine Street PO Box 5040 Manchester NH 03108	
<b>1.5 Contractor Phone Number</b> 603-668-8010	<b>1.6 Account Number</b> 010-090-5260-102-500734	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$3,061,126
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Gale F. Hennessy, Executive Director	
<b>1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Hillsborough</u></b> On <u>3/4/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Diane P. Erikson, Administrative Assistant			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b>  Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  <b>Jeanne P. Herick, Attorney</b> On: <u>11 Apr. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			



*Handwritten initials and date:*  
2-4-13

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: GSJ  
Date: 3-7-19

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

*WIC-CSFP-BFPC Services*

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

**CONTRACTOR NAME:** Southern New Hampshire Services, Inc.

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

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

**The Contractor shall:**

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

1.1 Culturally and Linguistically Appropriate Standards of Care

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

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

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

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

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

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

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
  - a. use of local media;
  - b. distribution of informational booklets and referral materials;
  - c. coordination with health and social service programs and agencies;
  - d. maintenance of participant waiting list, if appropriate;
  - e. specific activities to foster enrollment early in pregnancy and infancy; and
  - f. specific activities targeting retention of children until their fifth birthday.
  
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
  - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
  - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
  
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
  - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
  
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
  
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
  
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
  - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
  - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
  
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
  - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

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

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

CSFP Responsibilities:

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

CSFP Warehouse Responsibilities:

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

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

WIC & CSFP Administrative Responsibilities:

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

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

**BFPC Responsibilities:**

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

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

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

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

The remainder of this page is intentionally left blank

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Southern New Hampshire Services, Inc.

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

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

Vendor #177198 B006

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

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

TOTAL: \$3,061,126

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

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Community Action Program Belknap Merrimack Counties, Inc.**

This 1<sup>st</sup> Amendment to the Community Action Program Belknap Merrimack Counties, Inc., contract (hereinafter referred to as "Amendment One") dated this 13th day of May, 2014, 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 Park Drive, PO Box 1016, Concord, NH, 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, 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 the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by increasing the price limitation.

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 as follows:

To amend as follows:

- Form P-37, to change:  
Block 1.8 to read: \$1,984,552.
- Exhibit A, Scope of Services to add:  
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:

The contract price shall increase by \$2,750 for SFY 2014.

The contract price shall increase by \$4,596 for SFY 2015.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:

\$7,346 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 14144NH703W1003.



Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:  
Exhibit B-1 (2014) - Amendment 1  
Exhibit B-1 (2015) - Amendment 1

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



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

State of New Hampshire  
Department of Health and Human Services

5/29/14

Date

Brook Dupee  
Bureau Chief

Community Action Program Belknap Merrimack

Counties, Inc.

May 13, 2014

Date

Name: Ralph Littlefield  
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on May 13, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathy L. Howard, Notary Public

Name and Title of Notary or Justice of the Peace



Contractor Initials: RL  
Date: 5/13/14



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

*Rolman Wiant*  
Name: *Rolman Wiant*  
Title: *Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## Exhibit A – Amendment 1

### SCOPE OF SERVICES

#### 1. Project Description

Community Action Program Belknap Merrimack Counties, Inc. will provide public health nutrition services to low income women, infants, and children enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Programs. This Exhibit A – Amendment 1 modifies exhibit A, Scope of Services, by increasing the price limitation for the provisions of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and to support educational training.

#### 2. Required Activities

Community Action Program Belknap Merrimack Counties, Inc. will provide services to 4,614 women, infants and children monthly utilizing the StarLINC MIS system, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- The WIC Nutrition Coordinator to attend a national education conference sponsored by the National WIC Association in September 2014.
- The WIC Director to attend a national education conference sponsored by the National WIC Association in May 2014.
- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.

#### 3. Performance Measures

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

##### Access to Nutrition Services:

- To serve 95%-105% of the assigned Women, Infants and Children and Commodity Supplemental Food Programs caseload throughout the fiscal year.
- To increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14<sup>th</sup> week of pregnancy.

##### Obesity Prevention:

- To increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period, to increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months, and to increase rates of exclusive breastfeeding.
- To develop initiatives in the area of increased physical activity for women and children.
- To develop initiatives in the area of decreased television viewing.
- To develop initiatives in the area of increased fruit and vegetable consumption.

*R-E*

*5/13/14*





State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10<sup>th</sup> day of April A.D. 2014

*William M. Gardner*

William M. Gardner  
Secretary of State

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

**CERTIFICATE OF VOTE**

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/12/13, such authority to be in force and effect until 6/30/15 (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:

Ralph Littlefield, 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.

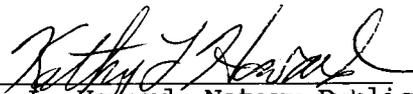
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 13th day of May, 2014.

  
Secretary-Clerk

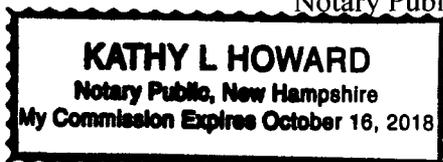
STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 13th day of May, 2014, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino 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:



COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.

**CORPORATE RESOLUTION**

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

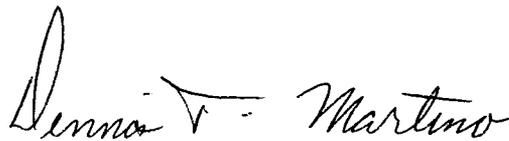
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
  - Bureau of Elderly and Adult Services for elderly programs
  - Bureau of Homeless and Housing Services for homeless/housing programs
  -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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on December 12, 2013, and has not been amended or revoked and remains in effect as of the date listed below.

May 13, 2014

Date



Dennis T. Martino  
Secretary/Clerk

SEAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2014

PRODUCER (603) 669-3218 FAX: (603) 645-4331  
 Cross Insurance  
 Laura Perrin  
 1100 Elm Street  
 Manchester NH 03101

INSURED  
 Community Action Program  
 Belknap-Merrimack Counties Inc.  
 P.O. Box 1016  
 Concord NH 03302

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	
INSURER B: QBE	
INSURER C: Hanover Insurance Co	18058
INSURER D: N.H.M.M. JUA	
INSURER E:	

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	NCPKG02266000	6/17/2013	6/17/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NCAUT0226600	6/17/2013	6/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	NCUMB02266000	6/17/2013	6/17/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	QWC3000372 (3a.) NH All officers included	6/17/2013	6/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		<b>OTHER</b>	PHSD727025	4/1/2014	4/1/2015	\$1,000,000
C		<b>Blanket Crime</b>	BDV1649128	3/27/2014	3/27/2015	500,000
D		<b>Professional</b>	NHJUA11882	12/30/2013	12/30/2014	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Refer to policy for exclusionary endorsements and special provisions.

### CERTIFICATE HOLDER

NH DHHS  
 129 Pleasant Street  
 Concord, NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Laura Perrin/KS5



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/28/2014

PRODUCER (603) 669-3218 FAX: (603) 645-4331  
 Cross Insurance  
 Laura Perrin  
 1100 Elm Street  
 Manchester NH 03101

INSURED  
 Community Action Program  
 Belknap-Merrimack Counties Inc.  
 P.O. Box 1016  
 Concord NH 03302

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Arch Insurance Company		
INSURER B: QBE		
INSURER C: Hanover Insurance Co		18058
INSURER D: N.H.M.M. JUA		
INSURER E:		

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR INSRD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	NCPKG02266000	6/17/2014	6/17/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NCAUT0226600	6/17/2014	6/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	NCUMB02266000	6/17/2014	6/17/2015	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000 \$ \$ \$				
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	QWC3000372 (3a.) NH All officers included	6/17/2014	6/17/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000				
A	<b>OTHER</b> Directors & Officers	PHSD727025	4/1/2014	4/1/2015	\$1,000,000
C	<b>Blanket Crime</b>	BDV1649128	3/27/2014	3/27/2015	500,000
D	<b>Professional</b>	NHJUA11882	12/30/2013	12/30/2014	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

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

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Laura Perrin/KS5

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

**FOR THE YEARS ENDED  
FEBRUARY 28, 2013 AND 2012  
AND  
INDEPENDENT AUDITORS' REPORT**

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

**TABLE OF CONTENTS**

**FINANCIAL STATEMENTS**

	<b><u>Page(s)</u></b>
Independent Auditors' Report	1 - 2
Financial Statements	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Notes to Financial Statements	6 - 13

**SUPPLEMENTARY INFORMATION**

Schedules of Revenues and Expenditures	14 - 20
Schedule of Refundable Advances	21

To the Board of Directors  
Community Action Program of 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 of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2013 and February 29, 2012, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

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

Management is responsible for the preparation and fair presentation of these financial statements in accordance with 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Leone, McDonnell + Roberts*  
*Professional Association*

October 10, 2013  
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION**  
**FEBRUARY 28, 2013 AND FEBRUARY 29, 2012**

	<u>2013</u>	<u>2012</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 1,205,452	\$ 2,027,864
Accounts receivable	3,484,861	3,431,174
Prepaid expenses	<u>424,367</u>	<u>527,020</u>
Total current assets	<u>5,114,680</u>	<u>5,986,058</u>
<b>PROPERTY</b>		
Land and buildings	4,618,289	4,618,289
Equipment	<u>5,935,585</u>	<u>5,909,477</u>
	10,553,874	10,527,766
Less accumulated depreciation	<u>(5,928,189)</u>	<u>(5,492,531)</u>
Property, net	<u>4,625,685</u>	<u>5,035,235</u>
<b>OTHER ASSETS</b>		
Investments	82,419	74,291
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>221,860</u>	<u>213,732</u>
<b>TOTAL ASSETS</b>	<u>\$ 9,962,225</u>	<u>\$ 11,235,025</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 129,407	\$ 122,029
Accounts payable	2,022,052	2,442,548
Accrued expenses	1,179,626	1,149,313
Refundable advances	<u>1,070,024</u>	<u>1,504,542</u>
Total current liabilities	4,401,109	5,218,432
<b>LONG TERM LIABILITIES</b>		
Notes payable, less current portion shown above	<u>1,744,319</u>	<u>1,871,566</u>
Total liabilities	<u>6,145,428</u>	<u>7,089,998</u>
<b>NET ASSETS</b>		
Unrestricted	2,909,675	3,127,371
Temporarily restricted	<u>907,122</u>	<u>1,017,656</u>
Total net assets	<u>3,816,797</u>	<u>4,145,027</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 9,962,225</u>	<u>\$ 11,235,025</u>

See Notes to Financial Statements



# 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.

CAPBMC1 Statement of Purpose

<b>ALTON</b> Senior Center ..... 875-7162 Prospect View Housing ..... 875-5111	<b>CONCORD</b> Area Center ..... 225-6880 Head Start ..... 224-6482 Early Head Start ..... 224-6482 Concord Area ..... 226-0982 Woods-of-Wheel ..... 226-1888 Concord Area Transit ..... 226-6994 Horseshoe Pond Place ..... 226-2908 WCCBFP ..... 225-2308 Workplace Success ..... 225-2308	<b>FRANKLIN</b> Area Center ..... 834-3444 Head Start ..... 834-2181 Early Head Start ..... 834-2181 Senior Center ..... 834-4181 Riverside Housing ..... 834-6548	<b>LACONIA</b> Area Center ..... 834-6512 Head Start ..... 836-6334 Early Head Start ..... 836-6334 Senior Center ..... 834-7689 Family Planning ..... 834-6183 Prenatal ..... 836-6483 Winnepesaukee Transit ..... 836-6486 Workplace Success ..... 834-4181	<b>OSSISPEE</b> Family Planning ..... 836-7782 Prenatal ..... 836-7782	<b>SUNCOOK</b> Area Center ..... 885-7124 Senior Center ..... 885-4264
<b>BELMONT</b> Senior Center ..... 267-6867 Heritage Tom. Housing ..... 267-6891	<b>KEARSARGE VALLEY</b> Area Center ..... 486-2267 Head Start ..... 486-2288 North Ridge Housing ..... 486-3288	<b>MEREDITH</b> Area Center ..... 378-6086 Senior Center ..... 378-6831	<b>PEMBROKE</b> Village at Pembroke Farms Housing ..... 486-1842	<b>PITTSFIELD</b> Senior Center ..... 426-6482 Head Start ..... 426-6418 Early Head Start ..... 426-6418	<b>TILTON</b> Senior Center ..... 827-8291
<b>BRADFORD</b> Senior Center ..... 838-2184	<b>EPSOM</b> Shadow Brook Housing ..... 736-8388				



# 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

Effective 12/2/13

## BOARD OF DIRECTORS

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

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

<b>ALTON</b> Senior Center ..... 876-7102 Prospect View Housing ..... 876-3111	<b>CONCORD</b> Area Center ..... 225-6890 Head Start ..... 224-6482 Early Head Start ..... 224-6482 Cancer Area Meals-on-Wheels ..... 228-0887 Concord Area Transit ..... 226-1899 Horseshoe Pond Place ..... 228-6996 WIC/BFP ..... 228-3956 Workplace Success ..... 223-2299	<b>FRANKLIN</b> Area Center ..... 834-3464 Head Start ..... 834-2181 Early Head Start ..... 834-2181 Senior Center ..... 834-4181 Riverside Housing ..... 834-8348	<b>LACONIA</b> Area Center ..... 834-6612 Head Start ..... 838-6334 Early Head Start ..... 838-6334 Senior Center ..... 834-7689 Family Planning ..... 834-6463 Prenatal ..... 834-6463 Winnigobassee Transit ..... 828-3499 Workplace Success ..... 834-6387	<b>OSSISPEE</b> Family Planning ..... 838-7562 Prenatal ..... 838-7562	<b>SUNCOOK</b> Area Center ..... 486-7824 Senior Center ..... 486-4294
<b>BELMONT</b> Senior Center ..... 287-6887 Heritage Terr. Housing ..... 287-6881	<b>KEARSARGE VALLEY</b> Area Center ..... 486-7287 Head Start ..... 486-2289 North Ridge Housing ..... 486-1399	<b>PEMBROKE</b> Village of Pembroke Farms Housing ..... 486-1842	<b>TILTON</b> Senior Center ..... 827-8251	<b>PITTSFIELD</b> Senior Center ..... 435-8482 Head Start ..... 435-8618 Early Head Start ..... 435-8611	
<b>BRADFORD</b> Senior Center ..... 838-2104	<b>EPSOM</b> Meadow Brook Housing ..... 736-4256	<b>MEREDITH</b> Area Center ..... 278-4086 Senior Center ..... 278-8831			

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

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

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

				AMOUNT PAID FROM THIS CONTRACT
Ralph Littlefield	Executive Director	\$116,284	0.00%	\$0.00
Brian Hoffman	Deputy Director	\$103,940	0.00%	\$0.00
Susan Wnuk	Program Director	\$65,589	59.99%	\$39,346.54
Kristina Thompson	WIC/CSFP Manager	\$47,736	100.00%	\$47,736.00
Jessica Webb	Nutrition Coordinator	\$47,034	100.00%	\$47,034.00
Jamie Huddleston	Breastfeeding Peer Counseling Program Coordinator - Nutritionist	\$42,393	100.00%	\$42,393.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$176,509.54</b>

				AMOUNT PAID FROM THIS CONTRACT
Ralph Littlefield	Executive Director	\$140,639	0.00%	\$0.00
Brian Hoffman	Deputy Director	\$117,785	0.00%	\$0.00
Susan Wnuk	Program Director	\$66,866	58.85%	\$39,347.00
Kristina Thompson	WIC/CSFP Manager	\$48,672	100.00%	\$48,672.00
Jessica Webb	Nutrition Coordinator	\$47,034	100.00%	\$47,034.00
Jamie Huddleston	Breastfeeding Peer Counseling Program Coordinator - Nutritionist	\$42,393	100.00%	\$42,393.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$177,448.00</b>

*R-R*  
5/13/14

## RALPH LITTLEFIELD

### EDUCATION

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

### EMPLOYMENT

#### January 1980 – Present

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

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

#### June 1978 – January 1980

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

#### 1976 – June 1978

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

#### 1974 – 1975

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

#### 1974 – Head Counselor, Summer Neighborhood Youth Corps

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

#### June 1971 – General Services Director

## **BRIAN F. HOFFMAN**

---

### **WORK EXPERIENCE**

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

### **EDUCATION**

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

### **PROFESSIONAL ASSOCIATIONS**

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

# SUSAN M. WNUK

---

## EXPERIENCE

- 1992 to Present**      **COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**  
Director, Community Health and Nutrition Services
- Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, 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
- 1987-1989**      Director, Family Planning and HIV Counseling and Testing Services
- Obtained grant funding to initiate development of HIV Counseling and Testing Services
  - Integrated services into Family Planning Clinic
- 1986-1987**      Family Planning Program Director
- Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area.
  - Initiated program development activities and expansion of services
- 1980-1985**      **CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE**  
Social Worker – Social Services Department
- Evaluation of emotional, social and economic stresses of illness.
  - Developed patient care plans including financial assessment, discharge planning needs, home supports, and transfer for patients in maternity/newborn nursery, ICU, nephrology/dialysis, and urology units.
  - Liaison between medical staff, patient, families and community agencies.
  - Coordinated adoptions with public and private organizations.
  - Provided assessments for guardianships hearings.
  - Initiated protective service referrals for infants, children and seniors.
  - Coordinated transfers to skilled, intermediate level nursing homes, group homes, and facilities providing traumatic head injury and spinal cord care.
-



## Kristina L. Thompson

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

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

### **WORK EXPERIENCE:**

- 01/08-Current Community Action Program Belknap-Merrimack Counties, Inc. Concord, NH  
**Program Manager**
- Oversee day-to-day operations of WIC/CSFP programs
  - Providing nutritional counseling to individuals and families.
  - Assist with the certification of participants on the WIC program.
  - Develop and organize tri-monthly newsletters and bulletin boards.
  - Assist with implementation of special projects goals and objectives.
  - Coordinate and over see the outreach component for WIC/CSFP/FMNP.
  - Certified Lactation Consultant (CLC)
- 04/06-12/07 Southern N.H. Services, Manchester, NH  
**Nutrition Coordinator, WIC Program**
- Plan and implement annual Nutrition Education Goals and Objectives.
  - Update job descriptions, hire staff and monitor performance, complete annual performance evaluations, provide job training.
  - Develop and implement program procedures and ensure coordination with all staff members.
  - Monitor quality of services to ensure program integrity.
  - Monitor medical supply budget and order supplies as needed.
  - Continue with all WIC Nutritionist/Lead Nutritionist duties stated below.
- 05/05-12/07 Southern N.H. Services, Manchester, NH  
**Breastfeeding Coordinator**
- Responsible for overall WIC Breastfeeding staff.
  - Scheduling and day to day activities and procedures to ensure smooth delivery of the WIC program's Breastfeeding component.
  - Order and maintain breastfeeding supplies and inventories.
  - Act as liaison with state/local WIC, social service, lactation, and medical personnel.
- 02/98-04/06 Southern NH Services, Manchester, NH  
**Nashua Lead WIC Nutritionist**
- Responsible for the overall flow and coordination of the Nashua site nutrition activities.
  - Represent WIC on the Nashua Health Department Lead Program committee.
  - Attend monthly Nashua Immunization Coalition meetings
  - Assist with the certification of WIC clients.
  - Providing nutritional counseling to individual participants.
  - Design and provide nutritional education materials for participant.
  - Edit the WIC newsletter. (until state took over)
- 12/96-02/98 Southern NIL Medical Center, Nashua, NH  
**Nutrition Service Coordinator**
- Obtain nutritional assessment information to identify a level of nutritional risk for the patient.
  - Oversee patient tray-line to ensure accuracy and timely flow of meals.
  - Assist patients with meal selections and made any necessary corrections according to the diet prescribed.
  - Communicate with other medical staff to provide quality service to patients.
- TRAININGS:** Fit WIC, StarLINC, Lactation Counselor Certificate, 18 Hour Peer Counselor, Health Literacy and Plain Language Communication
- VOLUNTEER:** Big Brother Rig Sister.

## Jessica Lynn Webb, RD, LD

---

### Education

*Keene State College, Keene, New Hampshire, September 2010*

Dietetic Internship

*University of Vermont: Burlington, Vermont, May 2009*

Bachelor of Science, Nutrition and Food Science, Dietetics

### Certifications

*Heartsaver First Aid Certified, August 2013- present.*

*Licensed Dietitian, New Hampshire, February 2012- present.*

*CPR certified, November 2011- present.*

*Registered Dietitian, May 2011- present.*

*ServSafe Certified, May 2009- present.*

*ADA member, 2008-2011.*

### Dietetic Experiences

*Dietetic Internship: September 2009 – September 2010*

#### Community:

- Facilitated classes and demonstrations for audiences of all age groups in afterschool programs, health fairs, senior citizen programs, and support groups. Children's classes focused on importance of fruits and vegetables, and how to cook with them. Adult and senior classes focused on healthy eating, weight loss, and shaking the sodium habit.
- Taught eight week series of nutrition education classes, worked with clients to plan menus, conducted weekly inventory of food stores, and supervised meal preparation at local residential drug and alcohol rehabilitation center.
- Completed nutrition assessments and counseled clients of the WIC program regarding nutrition needs and introduced improved WIC food package. Taught group session on whole grains and provided tasting of recipes using WIC food items.
- Created educational materials for a local gym and a recreational center. Topics included protein needs, hydration, physical activity, whole grains, fats, and eating healthy during the holidays. Attended a Nutrition Fair for high school employees and answered questions and provided materials at a booth for a local gym.

#### Independent Study/ Specialty Projects:

- UNH Nutrition Connections: Shadowed the Nutrition Connections counselor for Sullivan County. Taught classes for kindergarten through fourth grade classrooms, aided in a Workplace Success class, and provided nutrition counseling during home visits to low-income families. Created a one-week menu that meets nutrition needs for a family of four and fits in the thrifty meal plan budget. Analyzed data and provided menus and grocery lists to be provided on the Nutrition Connections website. Created educational materials on topics such as whole grains, saving money while buying food, hydration, and shopping seasonal. Priced the food at eight local grocery stores in two counties.

- Created lesson plans along with materials for the Vermont Foodbank to use with their Backpack afterschool program. Lessons included healthy lunches, healthy snacking, body image, fast food, and label reading. Managed other interns in the project development.

Food Service: Woodridge Nursing Home, Barre, VT.

- Learned basic food service system management skills, completed systems analysis, and provided employee in-service training. Planned, implemented and managed a mealtime event for the seniors and staff at Woodridge.

Clinical: Central Vermont Medical Center, Barre, VT.

- Functioned for a 3-4 month rotation as a clinical dietitian. Completed nutrition assessments and created care plans for floor, inpatient psych, women and children, and DSCU patients. Made recommendations for CPN and tube feedings. Calculated patients' nutritional needs. Educated patients on diets assigned for their disease states and on medications that might interact with their diet. Completed in depth case study on a particular patient of interest while working with the hospital. Created a booth for a 'Relay for Life' event on eating well to prevent cancer, and on eating well while having a diagnosis of cancer.

## **Employment**

WIC FIT Nutrition Coordinator, Community Action Program Belknap-Merrimack Counties, Inc.

December 2013 – Present

Provide nutrition education and assessment to WIC, Commodity Supplemental Food Program (CSFP) and Senior Farmers' Market Nutrition Program (FMNP) participants. Insure availability and accessibility of WIC/CSFP program benefits to current and prospective participants. Oversee the coordination of program development, outreach, and clinic activities for the Fit WIC Program a physical activity program for Children.

Health Educator and Registered Dietitian, Healthy Achievers, Portsmouth, New Hampshire,

February 2012 – November 2013

Teach healthy living classes in the community on wellness topics such as stress, ergonomics, smoking cessation, and nutrition. Develop behavior modification and educational programming, webinars and supplemental materials on wellness topics to be presented online for clients. Create monthly newsletters and tips on current health topics. Participate in screenings, taking blood pressure, height, weight, BMI, body composition, counseling and using the LDX Cholestech and Cardiochek machines. Supervise and manage contracted nurses during screening events. Input and analyze the biometric data, produce reports and graphs on data for corporate clients.

Cooking Matters Nutrition Educator, Nutrition Connections, UNH Cooperative Extension, New Hampshire, January 2012- Present.

Teach as a nutrition expert at Cooking Matters classes in New Hampshire as needed. Educate children, teens, adults and families the importance of nutrition and healthy diet habits for class series that are six weeks in length. Assist in cooking with the participants in the kitchen with other Cooking Matters staff.

Medical Receptionist, Dee Physical Therapy, Shelburne, Vermont, January 2011- January 2012.

Assisted patients with registration and checking in, verified insurances to ensure patient awareness and education on their insurance plans, kept patient files in order, collected co-pays and bill payments.

Sales Representative, Express Fashion, South Burlington, Vermont, October 2010- January 2012.

Assisted customers with shopping needs, cash register, assisted at the fitting rooms, and kept the store clean and orderly.

Nutrition Representative, Fletcher Allen Health Care, Burlington, Vermont, June 2008- May 2009.  
Assisted patients with diet orders including ordering meals and understanding diet restrictions.  
Delivered meals, kept patient diet notes in order in the hospitals database and ensured patient satisfaction with their meals and diet knowledge while at Fletcher Allen.

Conference Assistant, UVM Conference and Events Services, Burlington, Vermont, May 2007- August 2007.  
Oversaw all aspects of client accounts including housing and conference arrangements and recording of billable resources.

D-Unit DREAM Intern, DREAM program, Winooski, Vermont, May 2006- August 2006.  
Worked with a budget, learned financial skills, directed my own programming, interacted with families and children living in subsidized housing communities all over Vermont, learned social and communication skills, learned how to interact with companies to get funding for the non-profit program, ran programming for children ages 3 to 16, and worked with the summer lunch program for low-income communities.

### **Activities**

Campus Kitchens, University of Vermont, Spring 2009.  
Dietetic practicum. Taught cooking and nutrition classes at the Boys and Girls Club in Burlington, Vermont. Worked with a local food Co-op, cooked meals in large UVM kitchens, and volunteered at the local food shelf.

Food and Nutrition Club, University of Vermont, Fall 2007- Spring 2008.  
Educated the Burlington community on nutrition with other UVM students.

DREAM mentor, DREAM program, University Of Vermont, Fall 2005- Spring 2009.  
Worked with a non-profit program for low-income families mentoring a child. Co-chair in fall 2006.

# JAMIE W. HUDDLESTON, IBCLC, RLC

## EDUCATION

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

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

## WORK EXPERIENCE

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

### Nutritionist:

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

### Breastfeeding Coordinator:

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

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

### Nutritionist:

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

### Office Manager:

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

### Breastfeeding Coordinator:

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

### VENA Committee Member:

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

### Nutrition Task Force Member:

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

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

### Nutritionist:

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

### Immunization Coordinator:

- Review immunization records of infants to 3 years to bring them up-to-date with CDC guidelines.
- Communicate with physicians to obtain and update immunization records.
- Report to staff percentages of infants and children immunized.

WIC on Wheels Site Coordinator:

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

*Program Specialist, Intern*

*Summer 1997*

*United States Department of Agriculture, Food Stamp Program, Boston, Massachusetts*

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

48 *SKW*



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

**G&C Approved**

March 29, 2013 Date 5-15-2013

Item # 48  
*100% Fed funds*

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

**REQUESTED ACTION**

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 29, 2013  
Page 3

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

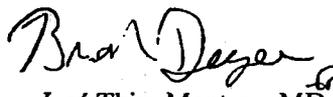
- 61% of prenatal clients will enroll in the WIC Program by the 14<sup>th</sup> week of pregnancy.
- 24% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 72% of WIC infants will be breastfed.
- 39% of WIC participants will exclusively breastfeed until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

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

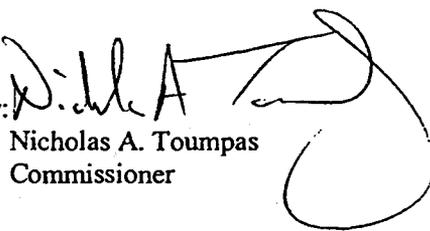
Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

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

Respectfully submitted,

  
José Thier Montero, MD  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner

JTM/lr

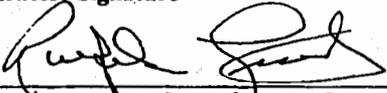
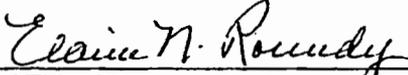
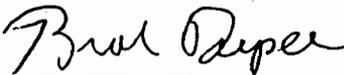
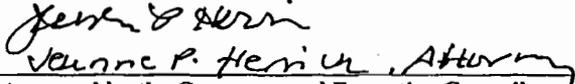
Subject: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive PO Box 1016 Concord NH 03302-1016	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 010-090-5260-102-500734	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,977,206
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> 4/22/13 On <u>4/22/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that <del>she</del> he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace ELAINE N. ROUNDY, Notary Public My Commission Expires August 24, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <del>State Dupla</del> Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: 11 April 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

*R-L*  
4/22/13

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

**7. PERSONNEL.**

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: P-F  
Date: 4/22/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

*WIC-CSFP-BFPC Services*

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

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

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

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

**The Contractor shall:**

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

1.1 Culturally and Linguistically Appropriate Standards of Care

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

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

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

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

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

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

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
  - a. use of local media;
  - b. distribution of informational booklets and referral materials;
  - c. coordination with health and social service programs and agencies;
  - d. maintenance of participant waiting list, if appropriate;
  - e. specific activities to foster enrollment early in pregnancy and infancy; and
  - f. specific activities targeting retention of children until their fifth birthday.
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
  - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
  - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
  - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
  - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
  - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
  - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

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

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

CSFP Responsibilities:

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

CSFP Warehouse Responsibilities:

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

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

WIC & CSFP Administrative Responsibilities:

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

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

**BFPC Responsibilities:**

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

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

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

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

The remainder of this page is intentionally left blank

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

WIC-CSFP-BFPC Services

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

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

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

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

Vendor #177203 B003

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

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

TOTAL: \$1,977,206.00

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

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Goodwin Community Health**

This 1<sup>st</sup> Amendment to the Goodwin Community Health, contract (hereinafter referred to as "Amendment One") dated this 14<sup>th</sup> day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 311 Route 108, Somersworth, NH, 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 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 the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by increasing the price limitation.

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 as follows:

To amend as follows:

- Form P-37, to change:  
Block 1.8 to read: \$924,110.
- Exhibit A, Scope of Services to add:  
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:

The contract price shall increase by \$1,131 for SFY 2014.

The contract price shall increase by \$1,575 for SFY 2015.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:

\$2,300 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA #10.557, Federal Award Identification Award Number (FAIN) 14144NH703W1003 and \$406 from 05-95-90-902010-5260-102-500734, 100% Federal Funds from the United States Department of Agriculture, CFDA#10.565, FAIN 14144NH814Y8005.



Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
  - Exhibit B-1 (2014) - Amendment 1
  - Exhibit B-1 (2015) - Amendment 1
  - Exhibit B-2 (2014) - Amendment 1
  - Exhibit B-2 (2015) - Amendment 1

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



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

State of New Hampshire  
Department of Health and Human Services

5/29/14  
Date

Brook Dupee  
Brook Dupee  
Bureau Chief

Goodwin Community Health

5-14-14  
Date

Janet Atkins  
Name: Janet Atkins  
Title: Executive Director

Acknowledgement:

State of ~~New Hampshire~~ County of Stafford on May 14 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

(Janet Atkins)

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

Sherry Laack, Attorney  
Name and Title of Notary or Justice of the Peace

Comm. exp. 11-6-2018



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

*Rosemary Wiatt*  
Name: *Rosemary Wiatt*  
Title: *Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## Exhibit A – Amendment 1

### SCOPE OF SERVICES

#### 1. Project Description

Goodwin Community Health will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs. This Exhibit A – Amendment 1 modifies exhibit A, Scope of Services, by increasing the price limitation for the provision of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and expanded CSFP caseload served.

#### 2. Required Activities

Goodwin Community Health will provide WIC services to 2,645 women, infants and children monthly utilizing the StarLINC MIS system, will provide CSFP services to 764 seniors monthly, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.
- Funding to expand CSFP services to eligible low-income seniors.

#### 3. Performance Measures

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

##### Access to Nutrition Services:

- To serve 95%-105% of the assigned Women, Infants and Children and Commodity Supplemental Food Programs caseload throughout the fiscal year.
- To increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14<sup>th</sup> week of pregnancy.

##### Obesity Prevention:

- To increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period, to increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months, and to increase rates of exclusive breastfeeding.
- To develop initiatives in the area of increased physical activity for women and children.
- To develop initiatives in the area of decreased television viewing.
- To develop initiatives in the area of increased fruit and vegetable consumption.



**Exhibit B-1 (2015) - Amendment 1  
Budget**

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

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: WIC Nutrition Program

*(Name of RFP)*

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 1,300.00	\$ -	\$ 1,300.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel		\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 72.00	\$ -	\$ 72.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,372.00</b>	<b>\$ -</b>	<b>\$ 1,372.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials: JA

Date: 5/14/14

**Exhibit B-2 (2014) Amendment 1  
Budget**

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

**Bidder/Contractor Name:** Goodwin Community Health

**Budget Request for:** Commodity Supplemental Food Program  
*(Name of RFP)*

**Budget Period:** SFY 2014

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 203.00	\$ -	\$203.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:		\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel		\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software		\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 203.00</b>	<b>\$ -</b>	<b>\$203.00</b>	

**Indirect As A Percent of Direct**

0.0%

Contractor Initials: JA

Date: 5/14/14

**Exhibit B-2 (2015) - Amendment 1  
Budget**

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

**Bidder/Contractor Name:** Goodwin Community Health

**Budget Request for:** Commodity Supplemental Food Program  
(Name of RFP)

**Budget Period:** SFY 2015

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 203.00	\$ -	\$ 203.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:		\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 203.00</b>	<b>\$ -</b>	<b>\$ 203.00</b>	

Indirect As A Percent of Direct 0.0%

Contractor Initials: JA  
Date: 5/14/14

# 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 Goodwin Community Health is a New Hampshire nonprofit corporation formed August 18, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of May A.D. 2014

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, David Staples, DDS, of the Goodwin Community Health, do hereby certify that:

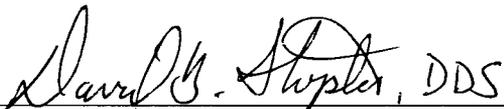
1. I am the duly elected Board Chair of the Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on January 8, 2014;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

Resolved: That the Executive Director, Janet Atkins, is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 14, 2014.

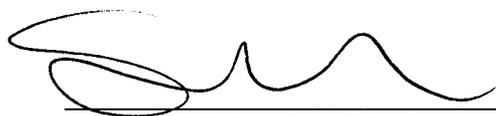
IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Goodwin Community Health this 14 day of May, 2014.

  
\_\_\_\_\_  
David Staples, DDS, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 14 day of May, 2014 by David Staples, DDS.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: 11-6-2018





**Goodwin Community Health  
and Subsidiary**

**Financial Report**

**June 30, 2013**

## **CONTENTS**

<b>Independent Auditors' Report</b>	<b>1</b>
<b>Consolidated Statements of Financial Position</b>	<b>3</b>
<b>Consolidated Statements of Activities</b>	<b>4</b>
<b>Consolidated Statements of Cash Flows</b>	<b>6</b>
<b>Consolidated Statements of Functional Expenses</b>	<b>7</b>
<b>Notes to Consolidated Financial Statements</b>	<b>8</b>
<b>Consolidating Schedule of Financial Position</b>	<b>20</b>
<b>Consolidating Schedule of Activities of Unrestricted Net Assets</b>	<b>21</b>
<b>Consolidating Schedule of Functional Expenses</b>	<b>22</b>



Accessible  
Approachable  
Accountable

Independent Auditors' Report

Board of Directors  
Goodwin Community Health  
and Subsidiary  
Somersworth, New Hampshire

**Report on the Consolidated Financial Statements**

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Center) which comprise the consolidated statements of financial position as of June 30, 2013 and 2012, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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

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

**Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Goodwin Community Health and Subsidiary as of June 30, 2013 and 2012, and the consolidated changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Macpage LLC**

30 Long Creek Drive, South Portland, ME 04106-2437 | 207-774-5701 | 207-774-7835 fax | cpa@macpage.com  
One Market Square, Augusta, ME 04330-1637 | 207-622-4766 | 207-622-6545 fax

macpage.com

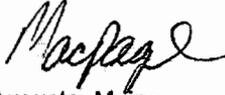


An Independently Owned Member, McGladrey Alliance

McGladrey Alliance is a premier affiliation of independent accounting and consulting firms. McGladrey Alliance member firms maintain their respective names, autonomy and independence and are responsible for their own client fee arrangements, delivery of services and maintenance of client relationships.

### Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating schedules on pages 20 through 22 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

A handwritten signature in cursive script, appearing to read "MacFay", is positioned above the typed text.

Augusta, Maine  
November 14, 2013

## Consolidated Statements of Financial Position

June 30,

	2013	2012
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents (Notes 1 and 2)	\$ 584,487	\$ 299,585
Accounts receivable, net (Notes 1 and 3)	229,940	343,099
Grants receivable (Note 4)	108,182	85,240
Current portion of pledges receivable (Note 5)	25,036	13,999
Cost settlement receivable (Note 6)		38,930
Prepaid expenses	3,637	8,000
<b>Total Current Assets</b>	<u>951,282</u>	<u>788,853</u>
<b>Property and Equipment, Net (Notes 1 and 7)</b>	<u>6,547,866</u>	<u>6,785,398</u>
<b>Other Assets</b>		
Goodwill (Note 1)	17,582	17,582
Pledges receivable, net of current portion (Note 5)	11,494	12,281
<b>Total Other Assets</b>	<u>29,076</u>	<u>29,863</u>
<b>Total Assets</b>	<u>\$ 7,528,224</u>	<u>\$ 7,604,114</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 260,730	\$ 385,167
Accrued expenses	320,772	307,764
Lines of credit (Note 8)	327,280	330,280
Current portion of long-term debt (Note 9)	128,157	103,840
<b>Total Current Liabilities</b>	<u>1,036,939</u>	<u>1,127,051</u>
<b>Long-term Liabilities</b>		
Long-term debt, net of current portion (Note 9)	935,100	1,062,605
<b>Total Long-term Liabilities</b>	<u>935,100</u>	<u>1,062,605</u>
<b>Total Liabilities</b>	<u>1,972,039</u>	<u>2,189,656</u>
<b>Net Assets</b>		
Unrestricted (Deficit)	(73,807)	(360,414)
Temporarily restricted (Note 11)	5,629,992	5,774,872
<b>Total Net Assets</b>	<u>5,556,185</u>	<u>5,414,458</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 7,528,224</u>	<u>\$ 7,604,114</u>

The accompanying notes are an integral part of these consolidated financial statements.

## Consolidated Statement of Activities

Year ended June 30, 2013

	Unrestricted	Temporarily Restricted	Total
<b>Operating Revenue and Support</b>			
Patient service revenue (Notes 1 and 10)	\$ 4,468,027		\$ 4,468,027
Provision for bad debts	(275,559)		(275,559)
Net patient service revenue	<u>4,192,468</u>		<u>4,192,468</u>
Grants, contracts and contributions (Notes 1 and 12)	2,135,975	\$ 35,416	2,171,391
WIC food vouchers (Note 16)	1,644,806		1,644,806
Other	215,425		215,425
	<u>8,188,674</u>	<u>35,416</u>	<u>8,224,090</u>
Net assets released from restrictions	180,296	(180,296)	
<b>Total Operating Revenue and Support</b>	<u>8,368,970</u>	<u>(144,880)</u>	<u>8,224,090</u>
<b>Functional Expenses</b>			
Program services	6,906,216		6,906,216
Fundraising	140,188		140,188
General and administrative	<u>1,196,207</u>		<u>1,196,207</u>
<b>Total Expenses</b>	<u>8,242,611</u>		<u>8,242,611</u>
<b>Change in Net Assets from Operating Activities</b>	<u>126,359</u>	<u>(144,880)</u>	<u>(18,521)</u>
<b>Non-Operating Revenue and Support</b>			
Rent income	12,182		12,182
Class action settlement	<u>148,066</u>		<u>148,066</u>
<b>Change in Net Assets from Non-Operating Activities</b>	<u>160,248</u>		<u>160,248</u>
<b>Total Change in Net Assets</b>	286,607	(144,880)	141,727
<b>Net Assets (Deficit), Beginning of Year</b>	<u>(360,414)</u>	<u>5,774,872</u>	<u>5,414,458</u>
<b>Net Assets (Deficit), End of Year</b>	<u>\$ (73,807)</u>	<u>\$ 5,629,992</u>	<u>\$ 5,556,185</u>

The accompanying notes are an integral part of these consolidated financial statements.

## Consolidated Statement of Activities - Continued

Year ended June 30, 2012

	Unrestricted	Temporarily Restricted	Total
<b>Operating Revenue and Support</b>			
Patient service revenue (Notes 1 and 10)	\$ 3,613,824		\$ 3,613,824
Provision for bad debts	(361,889)		(361,889)
Net patient service revenue	<u>3,251,935</u>		<u>3,251,935</u>
Grants, contracts and contributions (Notes 1 and 12)	2,111,052	\$ 15,000	2,126,052
WIC food vouchers (Note 16)	1,458,911		1,458,911
Other	29,042		29,042
	<u>6,850,940</u>	<u>15,000</u>	<u>6,865,940</u>
Net assets released from restrictions	246,366	(246,366)	
<b>Total Operating Revenue and Support</b>	<u>7,097,306</u>	<u>(231,366)</u>	<u>6,865,940</u>
<b>Functional Expenses</b>			
Program services	6,479,198		6,479,198
Fundraising	179,644		179,644
General and administrative	1,266,168		1,266,168
	<u>7,925,010</u>		<u>7,925,010</u>
<b>Total Expenses</b>	<u>7,925,010</u>		<u>7,925,010</u>
<b>Change in Net Assets from Operating Activities</b>	<u>(827,704)</u>	<u>(231,366)</u>	<u>(1,059,070)</u>
<b>Non-Operating Revenue and Support</b>			
Gain on sale of property and equipment	86,244		86,244
Rent income	15,675		15,675
	<u>101,919</u>		<u>101,919</u>
<b>Change in Net Assets from Non-Operating Activities</b>	<u>101,919</u>		<u>101,919</u>
<b>Total Change in Net Assets</b>	<u>(725,785)</u>	<u>(231,366)</u>	<u>(957,151)</u>
<b>Net Assets, Beginning of Year</b>	<u>365,371</u>	<u>6,006,238</u>	<u>6,371,609</u>
<b>Net Assets (Deficit), End of Year</b>	<u>\$ (360,414)</u>	<u>\$ 5,774,872</u>	<u>\$ 5,414,458</u>

*Goodwin Community Health*

*Mission*

*To provide integrated,  
comprehensive, quality healthcare,  
serving all in our community,  
payment for which is based on ability to pay.*

Board Approved on 1-8-2014

**Goodwin Community Health**

<b>Name/Address</b>	<b>Occupation</b>
<b><u>Chair</u></b> David B. Staples, DDS	Dentist <b>Consumer</b>
<b><u>Vice Chair</u></b> Valerie Goodwin	Business
<b><u>Board Treasurer</u></b> Mark Boulanger	CPA
<b><u>Board Secretary:</u></b> Timothy Beaupre, Esq.	Attorney
<b>Board Members</b>	
Jane Wright	Certified Hemodialysis Technician <b>Consumer</b>
Pamela Bertram, MD	Physician
Robert F. Kraunz, MD	Retired Physician
Laurie A. Biracree	Yoga Instructor <b>Consumer</b>
Allison Neal	Education Consultant <b>Consumer</b>
Marissa Ruffini	Music Therapist <b>Consumer</b>
Hilton Kelly	Financial Advisor <b>Consumer</b>
Kirsten Jones	Service Industry <b>Consumer</b>
Nancy Burgess-Anderson	Community Agencies-Retired

# KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Goodwin Community Health

Name of Bureau/Section: Healthy Eating and Physical Activity

BUDGET PERIOD:	SFY 14	7/1/2013 - 6/30/2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Janet Atkins, Executive Director	\$107,640	0.00%	\$0.00
Erin Ross, Finance Director	\$74,672	0.00%	\$0.00
Carol Garlough, WIC & Operations Director	\$76,606	12.50%	\$9,575.80
Riona Carr, WIC Manager	\$39,520	100.00%	\$39,520.00
Sherry Trask, HR & Administration Director	\$68,307	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$49,095.80</b>

BUDGET PERIOD:	SFY 15	7/1/2014 - 6/30/2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Janet Atkins, Executive Director	\$107,640	0.00%	\$0.00
Erin Ross, Finance Director	\$74,672	0.00%	\$0.00
Carol Garlough, WIC & Operations Director	\$76,606	12.50%	\$9,575.80
Riona Carr, WIC Manager	\$39,520	100.00%	\$39,520.00
Sherry Trask, HR & Administration Director	\$68,307	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$49,095.80</b>

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

**JANET M. ATKINS**  
311 Route 108  
Somersworth, NH 03878

[Jlaatsch@GoodwinCH.org](mailto:Jlaatsch@GoodwinCH.org)

603-516-2550

**Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.**

---

**WORK EXPERIENCE:**

**Goodwin Community Health (GCH)**

Somersworth, NH

Executive Director

2001-Present

2005-Present

**Accomplishments:**

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over \$7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

**Responsibilities:**

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

**Finance Director**

2002-2005

**Accomplishments:**

- Brought in over \$3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program
- Achieved a financial surplus annually

**Responsibilities:**

- Responsible for all financial transactions, billing, collections, patient accounts
- Strategic planning as it relates to capital funding
- Budget development, cost/benefit analysis of existing programs and potential new programs
- Development and implementation of an annual development plan
- Research, write, submit and provide follow-up reports for grant funds

- Oversee human resource functions of the organization

**Grant Writer/Per Diem Nurse** 2001-2002

**Grant Writing Services,  
N. Hampton, NH  
Sole Proprietor** 1999-2001

**Accomplishments:**

- Successfully researched and submitted grants for health and educational organizations totaling over \$150k

**Responsibilities:**

- Research private, industry, state and federal funds for non-profit organizations

**North Shore Medical Center (Partners Health Care)** 1991-1999  
**Salem, MA**

**Acting Chief Operations Officer for the  
North Shore Community Health Center** 1997-1999

**Accomplishments:**

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

**Responsibilities:**

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

---

**EDUCATION:**

**University of New Hampshire:** M.B.A.  
Durham, N.H. Concentration in Finance 1991

**Northern Michigan University:** B.S.N.  
Marquette, M.I. Minor in Biology 1981

---

**LICENSES/CERTIFICATES:**

Real Estate Broker  
N.H. Nursing License

---

**PROFESIONAL:**

Member of the National Association of Community Health Centers  
Previous Board member of the United Way of the Greater Seacoast  
Treasurer for the Health and Safety Council of Strafford County  
Board member of the Community Health Network Access (CHAN)  
Board member of the Rochester Rotary, slotted for President in 2011

**Erin E. Ross**  
311 Route 108  
Somersworth, NH 03878  
Email Address: eross@goodwinch.org  
(603) 516-2549

## Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

## Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

## Education

September 1998 – May 2002      **Bachelor of Science in Health Management & Policy**  
University of New Hampshire  
Durham, New Hampshire 03824

## Related Experience

July 2011 – Present      **Finance Director**  
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2009- Present      **Chief Executive Officer**  
Great Bay Mental Health Associates, Inc

- Responsible for all operations of private, for-profit mental health practice.
- Recruit both professional and administrative staff as needed for practice.
- Develop and implement policies and procedures as needed for practice.

August 2006 – June 2011      **Service Expansion Director**  
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006      **Site Manager, Dover Location & Front Office Manager**  
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010      **Dental Coordinator**  
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.
- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

**Administrative Assistant to Medical Director**

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

**Billing Associate**

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

**Billing Associate**

Automated Medical Systems

Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

## Work Experience

October 1998 – May 2002

**Building Manager**

Memorial Union Building – UNH

Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

## References

Available upon request

**Carol Ann Garlough**  
**311 Route 108**  
**Somersworth, NH 03878**  
**(603) 516-2543**

**Education**

Bachelor of Arts  
Home Economics Education  
Mt. St. Mary College  
Hooksett, N.H. 03106  
Extra Curricular Activities: President of the Junior and  
Senior Class, Business Manager of the Yearbook.

Additional Courses Taken: Statistics, Accounting II,  
Computer Programming, Algebra, Novell Networks & Lotus 1-2-3.

**Employment**

1980 – present

Goodwin Community Health  
311 Route 108  
Somersworth, N.H. 03878  
1980 - 1981          Nutrition Educator  
1982 - present      WIC Director  
2005 - present      Operations Director

1979 – 1980

University of New Hampshire  
Cooperative Extension Services  
Expanded Food and Nutrition Education Program  
Program Assistant

1977 -1978

Raymond High School  
Raymond, N.H. 03077  
Home Economics Teacher

**Affiliations**

Rochester Catholic School Board 1988 -1994  
Vice-Chair 1991-1993  
Chairperson 1993-1994  
Fundraising Chairperson 1989-1990

Friends of Rochester Catholic 500 Club  
Treasurer 1986 – 1989

N.H. WIC Directors Association 1982 – present  
Chairperson 1990-1995, 2002 -2006  
Treasurer 1985 – 1989  
Conference Chairperson 1995, 1997 & 2002

National WIC Association 1989 – present  
Local Agency Steering Committee 2000- 2002

Strafford County Community Action Committee  
Board of Directors 2007 - present

# Riona A. Corr

Somersworth, NH 03878 · (603) 994-6367

rcorr@GoodwinCH.org

## EDUCATION

---

*Bachelor of Science in Nutrition and Dietetics, Minor in Science*

**Marywood University**, College of Health and Human Services, Scranton, PA (May 2010)

*Masters of Science in Nutrition and Health Promotion, Certification in Sports Nutrition*

**Simmons College**, School of Nursing and Health Sciences, Boston, MA (Current Student)

## WORK EXPERIENCE

---

*WIC Supervisor*

**Goodwin Community Health, WIC Program**, Somersworth, NH (October 2012-Present)

- Responsible for the daily operation of WIC and CSFP Programs
- Assist in the hiring and firing of WIC clerical support staff
- Aid in the development of the WIC/CSFP work plan
- Responsible for scheduling and operation of WIC/CSFP
- Perform clinic procedures as necessary including health station (height & weight) intake, voucher, BF and nutrition station.
- Maintain StarLinc problem file and notify State Agency regarding issues
- Responsible for all WIC materials, including inventory and security.
- Maintain WIC computer hardware and software.
- Attend WIC Nutritionists' meetings at State Agency and schedule and coordinate GCH Nutritionist meetings
- Attend GCH middle management meetings.
- Provide referral information for applicants.

*Clinic Nutritionist*

**Southern New Hampshire Services, INC., WIC Clinic**, Manchester, NH (November 2010-October 2012)

- Complete nutrition assessment for participants by determining certification reason based on risk
- Provide nutrition counseling and education for clients
- Collect hematological and anthropometric data for each participant
- Provide customer services in the appropriate area for each participant
- Refer clients to appropriate community and state programs
- Communicate effectively with Lead Nutritionist and Nutrition Coordinator

*Volleyball Coach*

**Great Bay Volleyball Association**, Rochester, NH (December 2010-Present)

- Coach/teach and demonstrate volleyball for 18 and under age groups

*Bartender/Shift Leader*

**Blue Latitudes Restaurant**, Dover, NH (June 2006-Present)

- Open/close restaurant as shift leader and responsible for cash flow and daily register amounts
- Attend to customer service and wait staff concerns and suggestions first hand

**High Volume Bartender**, Nationwide (Per Diem)

Attend to thousands of customers while maintaining professionalism and positive attitude

- Broken Spoke Saloon, New Hampshire (2012)
- Mountainfest, West Virginia (2012)
- Bikefest, Maryland (2012)

*Shift Leader, Bartender, Beverage Cart, Restaurant Server, Function Server*

**The Oaks Golf Links**, Somersworth, NH (January 2004-December 2009)

- *Shift Leader*: Opened/closed restaurant, responsible for cash flow and daily register amounts, attended to customer and wait staff concerns, communicated to managers about daily service
- *Bartender and Server*: Attended to customer service needs pertaining to food and drinks, as well as wait staff drink service
- *Beverage Cart*: Served 18 holes of golf promptly, consecutively and repeatedly

## FIELD EXPERIENCE

---

*Supervised Practice*

**ND 391, Food Systems Management I**, Marywood University, *The Jewish Home of Eastern Pennsylvania* (2008)

- Attended to customer service pertaining to correct diet and food assistance to kosher geriatric patients

- Worked alongside Diet Aides, Diet Techs, and Director of facility
- Learned Geri Menu for patients
- Presented an in-service to all staff

#### **ND 392, Community Nutrition Course, Marywood University (2008)**

- Offered nutrition education presentations to multiple senior citizen centers and elementary schools in the Scranton, Pennsylvania area
- Presented interactive nutrition education information displays
- Successfully proposed and received a grant for NEDA Diabetes Taste-In

---

### **RESEARCH EXPERIENCE**

#### *Research*

#### **Undergraduate Research Forum, Marywood University (2009)**

Ciccarelli, M., Corr, R., Waldron, A., McKee, K. The Relationship of Caffeine's Effect on Study Hours among Undergraduate Students at Marywood University. Marywood University, 2009

- Researched and presented a professional research poster presentation at Marywood University's Undergraduate Research Forum pertaining to nutrition and dietetics research studies

---

### **VOLUNTEER EXPERIENCE**

#### *Volunteer*

#### **Nutritionist, "WE CAN Project", Manchester NH (February 2011)**

- Volunteered to assist with nutrition education, cooking demonstrations and answering health related questions for low-income families at the local Boys and Girls Club

#### **Volleyball Coach, Saint Thomas Aquinas High School, Dover, NH (2010 Season)**

- Volunteered to teach and demonstrate high school level volleyball ages 14-18 (all participating levels)
- Managed scoreboard and libero tracking at organized events

#### **St. Francis of Assisi Soup Kitchen, Scranton, PA (2009)**

- Volunteered in arranging dining hall, preparation of food, serving of food, and cleaning up kitchen and dining hall

#### **Kids Club, Marywood University (2006-2008)**

- Created decorations and murals for Kids Club event and set up game tables, activities, and food tables
- Volunteered as "big sister" for under privileged children and escorted through event

---

### **ADDITIONAL ACTIVITIES**

#### *Sports*

#### **Volleyball, Marywood University, Scranton PA (2006-2009)**

- Participated in four years of NCAA volleyball
- Obtained leadership role as captain in 2008-2009 seasons
- Second person in Marywood's history to reach the 1000+ Assists Club
- Succeeded in organizing and fundraising team events as well as volunteer work
- Responsible for reporting team's concerns and dealt with personal conflicts of team members

---

### **CERTIFICATIONS, CONTINUING EDUCATION & ACQUIRED SKILLS**

#### *Certification:*

**TIPS Certified, Maryland (September 2012)**

**CDC, Using WHO growth charts in the United States among children birth to 2 years (June 2012)**

**IMPACT Certified (Jan 2011)**

**Nonviolent Crisis Intervention (Jan 2011)**

**Loving Support through Peer Counseling (Nov 2010)**

#### *Continuing Education:*

**Motivational Interviewing in Health Care, (December 2011)**

**DHHS Substance Abuse Conference, "Helping Professionals to Help Families around Tobacco, Alcohol and Other Drug Use", (October 2011)**

**New Hampshire Breastfeeding Task Force Conference, (May 2012, May 2011)**

**American Dietetic Association, FNCE- Denver, CO (Nov 2009)**

**Sherry Trask**

311 Route 108, Somersworth, NH 03878

(603) 516-2570

**EDUCATION:** Associate of Science Degree (Medical Assisting) Certificate in Medical Records Management, Certificate in Medical Transcription

**HIGHLIGHTS OF QUALIFICATIONS**

- Well organized with the ability to prioritize, delegate, and control work flows.
- High level of creative energy, combined with strong organizational skills.
- Reliable, responsible, and efficient.
- Able to work independently and as a cooperative team member.
- Consistently earned outstanding performance evaluations.

**PROFESSIONAL EXPERIENCE**

**MANAGEMENT:** Maintained effective and efficient customer relations, maintained and controlled procedure of workflow, acted as liaison between sales, operations, and customers.

**TROUBLE SHOOTING:** Effectively handled customer complaint's in a hectic business office by being sensitive to client's immediate needs and efficiently clearing up the problem whenever possible.

**CLIENT SCREENING AND CLIENT RELATIONS:** Assessed client's need for information, offered reassurance when needed, and provided detailed description of services available.

**OFFICE ADMINISTRATION:** Transcription, 7 years in office and at home (specialty- psychiatry) Accounts Payable, Accounts Receivable, Payroll, Marketing, Explanation of Benefits, Customer Service, Billing, Calculation and Explanation of Fee Sets, Fee Collection, Past Fee Collections, Data Entry of CRF's, Knowledge of Insurance benefits, Multiple Computer Software Programs, Maintained Filing System, Typing 70wpm

**WORK EXPERIENCE**

- Goodwin Community Health –
  - Director of Human Resources and Administration 09/11 to present
  - Director of Administration 9/08 to 09/11
  - Executive Assistant / Site manager 9/03 to 09/08
- Behavioral Health Services 2/96 to 9/03
  - Administrative Assistant (OWC) to SR.
  - Administrative Assistant (101)
  - Rochester, New Hampshire 03867
- Portsmouth Visiting Nurses – Private Duty Billing Clerk 8/94 to 5/95
  - Portsmouth, New Hampshire 03801
- The Center for Eating Disorders – Assistant Office Manager 8/90 to 8/94
  - Portsmouth, New Hampshire 03801
- Paul F. Maloney, DDS – Office Assistant 8/93 to 8/94
  - Dover, New Hampshire 03820
- Shields Brokerage – Customer Service Supervisor 7/87 to 5/92
  - Exeter, New Hampshire 03833
- Federal Savings Bank – Bookkeeping Assistant 7/82 to 7/87
  - Dover, New Hampshire 03820

49

49



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

G&C Approved

April 1, 2013

Date 5-15-2013

Item # 49

*100% Federal Funds*

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Goodwin Community Health (Vendor #154703 B001), 311 Route 108, Somersworth, NH, 03878, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$921,404, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	57,235.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	15,115.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	251,360.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	76,549.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	5,756.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	24,119.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	30,718.00
			Sub-Total	\$460,852.00
SFY 15	102-500734	Contracts for Prog Svc	90006001	57,235.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	15,115.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	251,360.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	76,549.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	5,756.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	24,119.00
SFY 15	102-500734	Contracts for Prog Svc	90006041	30,418.00
			Sub-Total	\$460,552.00
			Total	\$921,404.00

### EXPLANATION

Funds in this agreement will be used by Goodwin Community Health to provide direct nutrition services monthly to 3,383 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Carroll and Strafford Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 3,303 clients in Carroll and Strafford Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

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

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

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

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$958,340. This represents a decrease of \$36,936 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

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

- 65% of prenatal clients will enroll in the WIC Program by the 14<sup>th</sup> week of pregnancy.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
April 1, 2013  
Page 3

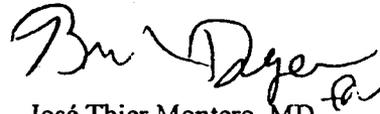
- 15% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 79% of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeeding until 3 months and 28% of WIC participants will breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Carroll and Strafford Counties.

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

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

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

JTM/lr

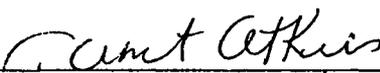
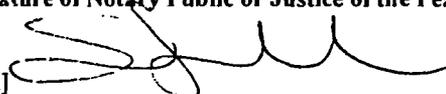
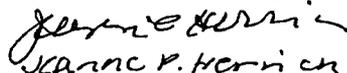
Subject: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Goodwin Community Health		1.4 Contractor Address 311 Route 108 Somersworth NH 03878	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 010-090-5260-102-500734	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$921,404
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet Atkins, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>3-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		SHERRYLANN TRASK NOTARY PUBLIC NEW HAMPSHIRE COMMISSION EXPIRES 12/31/2013	
1.13.2 Name and Title of Notary or Justice of the Peace Sherrylann Trask, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <del>Lisa L. Bujno, Bureau Chief</del> SIOB K. D. POE	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrich, Attorney On: 17 April 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

**7. PERSONNEL.**

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

*WIC-CSFP-BFPC Services*

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

**CONTRACTOR NAME:** Goodwin Community Health

**ADDRESS:** 311 Route 108  
Somersworth NH 03878

**Executive Director:** Janet Atkins  
**TELEPHONE:** 603-332-4358

**The Contractor shall:**

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

1.1 Culturally and Linguistically Appropriate Standards of Care

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

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

1.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 2,645 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 738 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

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

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

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
  - a. use of local media;
  - b. distribution of informational booklets and referral materials;
  - c. coordination with health and social service programs and agencies;
  - d. maintenance of participant waiting list, if appropriate;
  - e. specific activities to foster enrollment early in pregnancy and infancy; and
  - f. specific activities targeting retention of children until their fifth birthday.
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
  - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
  - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
  - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
  - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
  - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
  - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

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

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

CSFP Responsibilities:

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

WIC & CSFP Administrative Responsibilities:

24. The Contractor shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.
  - 24.1 A recommended ratio of 350-400 participants to one FTE staff person.
  - 24.2 A recommended ratio of 750-800 participants to one FTE nutritionist.
  - 24.3 The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
  - 24.4 The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national training within 12 months to become a certified lactation counselor. Best practice

is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

- 24.5 If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
25. The Contractor shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC or CSFP services without specific written approval from the State.
- 25.1 The Contractor shall assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
26. The Contractor shall comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
27. The Contractor shall notify the State about planned changes in key staff, clinic relocations, clinic closures, and other major changes in advance.
28. The Contractor shall conduct special projects as appropriate funding is received.
29. The Contractor shall complete and submit a quarterly time study of all WIC/CSFP staff utilizing forms and instructions provided by the State Agency.
30. The Contractor shall submit a report on their progress towards meeting performance measures every 6 months and a final report on the overall program goals and objectives at the end of the two-year contract period.

**BFPC Responsibilities:**

1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program,
  - 1.1. The Contractor shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
  - 1.2. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
2. The Contractor shall administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
  - 2.1 The Contractor shall assure adequate program support from local management.
  - 2.2 The appropriate definition of a peer counselor shall be:
    - 2.2.1 Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.

- 2.2.2 Paraprofessionals provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
  - 2.2.3 Must be recruited and hired from the target population.
  - 2.2.4 Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.3 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator at the local level.
  - 2.4 The Coordinator shall have defined job parameters and job descriptions for peer counselors.
  - 2.5 The Contractor shall provide adequate compensation and reimbursement of peer counselors.
  - 2.6 The Contractor shall assure training of local peer counseling management and clinic staff includes use of:
    - 2.6.1 Loving Support Through Peer Counseling: A Journey Together for WIC Managers training curriculum and presentations, and
    - 2.6.2 Loving Support Through Peer Counseling: A Journey Together for WIC Peer Counselors training curriculum and presentations.
  - 2.7 The Contractor shall adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
  - 2.8 The Contractor shall assure adequate supervision and monitoring of peer counselors.
  - 2.9 The Contractor shall establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
3. The Contractor shall assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in clinic staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

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

The remainder of this page is intentionally left blank

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Goodwin Community Health

ADDRESS: 311 Route 108  
Somersworth NH 03878

Executive Director: Janet Atkins  
TELEPHONE: 603-332-4358

Vendor #154703 B001

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

Amount	Appropriation #	Job #	Funding Source	CFDA #	Federal Funds
\$114,470	010-090-5260-102-500734	90006001	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$30,230	010-090-5260-102-500734	90006002	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$502,720	010-090-5260-102-500734	90006003	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$153,098	010-090-5260-102-500734	90006004	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$61,136	010-090-5260-102-500734	90006041	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$11,512	010-090-5260-102-500734	90006007	Commodity Supplemental Food Program (USDA)	10.565	100%
\$48,238	010-090-5260-102-500734	90006022	WIC Breastfeeding Peer Counseling Program (USDA)	10.557	100%

TOTAL: \$921,404

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

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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