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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

July 3, 2013

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

Handwritten signature: 100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Healthy Eating and Physical Activity Section, Senior Farmers' Market Nutrition Program, 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 administrative oversight for the implementation of the Senior Farmers' Market Nutrition Program in New Hampshire, in an amount not to exceed \$173,810.00, to be effective October 1, 2013, or date of Governor and Council approval, whichever is later, through September 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 SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WOMEN, INFANTS, AND CHILDREN SUPPLEMENTAL NUTRITION PROGRAM.

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows include SFY 2014 and SFY 2015 entries for Contracts for Prog Svc and FMNP Food Cost, with sub-totals and a grand total of \$173,810.00.

EXPLANATION

Funds in this agreement will be used for the provision of administrative services for the Senior Farmers' Market Nutrition Program in New Hampshire. These funds will provide for coordination and distribution of pre-packaged bundles of locally grown fruits and vegetables to senior participants through the Commodity Supplemental Food Program, coordinating with the Department of Agriculture on the recruitment and training of local farmers to participate in the program, conducting participant nutrition education, and ensuring timely payments to local farmers for their produce.

The costs associated with staffing and overhead needed to deliver this program through the Department exceed the funding amount of the federal grant. Therefore it is necessary to obtain an agreement with a local community agency to administer the program.

This agreement will provide healthy fruits and vegetables to improve the diets of approximately 4,350 low-income seniors residing in New Hampshire. Low-income seniors are at increased risk of certain cancers and type 2 diabetes due to poor dietary intakes. Increased consumption of fruits and vegetables has been shown to decrease the risks of these chronic diseases. The Senior Farmers' Market Nutrition Program, in addition to improving the health of seniors, provides \$78,300.00 in direct income annually to New Hampshire farmers, who will select which Commodity Supplemental Food Program clinic sites to deliver their fresh fruits and vegetables to during July and August.

Should Governor and Council determine to not authorize this request for the Senior Farmers' Market Nutrition Program, the Program would not be able to provide the nutrition benefits to seniors or the financial benefit to local farmers. Funds would be returned to the United States Department of Agriculture.

Community Action Program of Belknap and Merrimack Counties, Inc. was selected for this project through a competitive bid process. The Request for Proposal was posted on the Department of Health and Human Services website from March 22, 2013 through April 12, 2013. In addition, an email was sent to all Community Action and Commodity Supplemental Food Programs in New Hampshire on March 22, 2013, there was no bidders' conference held.

In response to the Request for Proposal to provide Administration of Senior Farmers' Market Nutrition Program Statewide, one proposal was submitted. A team of two reviewers from within the Department of Health and Human Services evaluated the proposal. Each reviewer had more than 20 years' experience working in public health settings and degrees in nutrition and human services. The proposal submitted by the Community Action Program of Belknap and Merrimack Counties, Inc., was selected and received a favorable summary score of 97 out of 100. The Request for Proposal scoring 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 \$193,446.00. This represents a decrease of \$19,636.00 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

July 3, 2013

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

- 96% of low-income seniors enrolled in the Commodity Supplemental Food Program will receive Senior Farmers' Market Nutrition Program benefits during the summer months.
- 30 New Hampshire farmers will participate in the Senior Farmers' Market Nutrition Program bulk purchase program.
- 100% of seniors will receive nutrition education materials highlighting the health benefits of locally grown fresh fruits and vegetables.

Area served: Statewide.

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

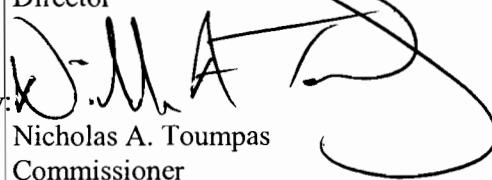
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MM/lr

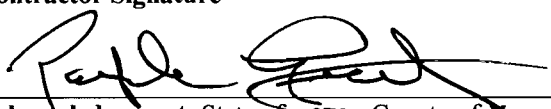
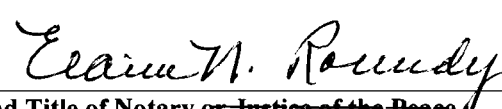
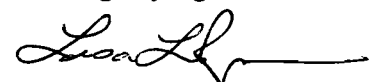
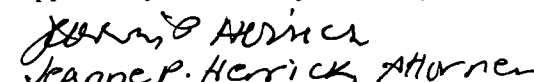
Subject: Statewide Administration Senior Farmers' Market Nutrition Program

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 of 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 05-95-90-902010- 5260-102-500734 and 5260-520-500361	1.7 Completion Date September 30, 2015	1.8 Price Limitation \$173,810.00
1.9 Contracting Officer for State Agency Lisa Bujno, APRN, Bureau Chief		1.10 State Agency Telephone Number 603-271-4546	
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> 5/2/13 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace 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 Lisa Bujno, APRN, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: 10 Jul. 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.

Contractor Initials:
Date: 5/2/13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: _____

Date: _____

RQ
5/7/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials: RA
Date: 5/2/13

**NH Department of Health and Human Services
Exhibit A**

Scope of Services

Statewide Administration Senior Farmers' Market Nutrition Program

CONTRACT PERIOD: Date of G&C approval through September 30, 2015

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

ADDRESS: 2 Industrial Park Drive, PO Box 1016, Concord, NH 03302-
1016

Director, Community Health & Nutrition Services: Susan Wnuk

TELEPHONE: 603-225-2050 or 800-578-2050

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 feasible and 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.

2. The Contractor shall coordinate program services with the NH Department of Health & Human Services and the NH Department of Agriculture.

3. The Contractor shall produce necessary resources to administer the Senior Farmers' Market Nutrition Program (SFMNP), including design and production of farmer application forms for the purchase and distribution of bulk produce to eligible Commodity Supplemental Food Program (CSFP) senior households, informational materials about program rules, and the seasonality and nutrition benefits of locally grown produce.

4. The Contractor shall work with the NH Department of Agriculture to recruit and authorize farmers to provide bulk purchase of authorized produce.

5. The Contractor shall provide related farmer orientation and training.

6. The Contractor shall provide written information about the bulk produce program for distribution to senior households participating in the CSF Program (for promotional and reference purposes).

Contractor Initials: RR

Date: 5/2/13

7. The Contractor shall conduct orientation meetings, on an as needed basis, at each CSFP clinic location where senior participants will be picking up bulk produce.
8. The Contractor shall collaborate with the NH Department of Agriculture and other nutrition educators to provide farm, food and nutrition education.
9. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the SFMN Program.
10. The Contractor shall adhere to USDA Office of Civil Rights policies, including insertion of the non-discrimination statement on all outreach and program materials.
11. At the direction of the State, the Contractor shall take administrative action against farmers found to be abusing Program benefits.
12. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the SFMNP that may occur during the period of the contract.
13. The Contractor shall appoint a coordinator responsible for the overall implementation of SFMNP.
14. 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 the Women, Infants, & Children Program (WIC), Breastfeeding Peer Counseling Program (BFPC), and CSFP to include the SFMNP.
15. The Contractor shall maintain a record keeping system for documentation of SFMNP administrative costs, payments to farmers, participation rates and related data.
16. The Contractor shall provide financial and program data to the State on a timely basis.
17. The Contractor must be able to provide adequate refrigeration up to 5 days for fresh bulk produce.
18. The Contractor must coordinate with farmers for the delivery of the bulk purchased bundles of produce to CSFP clinic sites statewide.
19. The Contractor understands and agrees to this scope of services to be completed in the contract period. In the event the agency is having trouble fulfilling this contract they will contact the Healthy Eating and Physical Activity Section immediately for additional guidance.

Contractor Initials: RE

Date: 5/2/13

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Statewide Administration Senior Farmers' Market Nutrition Program

CONTRACT PERIOD: Date of G&C approval through September 30, 2015

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

ADDRESS: 2 Industrial Park Drive, PO Box 1016, Concord, NH 03302-1016

Director, Community Health & Nutrition Services: Susan Wnuk
TELEPHONE: 603-225-2050 or 800-578-2050

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:

SFY14

Amount	Appropriation #	Job #	Funding Source	CFDA #	Federal Funds
\$8,605	010-090-5260-102-500734	90006024	Commodity Assistance Program, Senior Farmers' Market Nutrition Program (SFMNP) (USDA)	10.576	100%
\$78,300	010-090-5260-520-500361	90006025	Commodity Assistance Program, Senior Farmers' Market Nutrition Program (SFMNP) (USDA)	10.576	100%

SFY15

Amount	Appropriation #	Job #	Funding Source	CFDA #	Federal Funds
\$8,605	010-090-5260-102-500734	90006024	Commodity Assistance Program, Senior Farmers' Market Nutrition Program (SFMNP) (USDA)	10.576	100%
\$78,300	010-090-5260-520-500361	90006025	Commodity Assistance Program, Senior Farmers' Market Nutrition Program (SFMNP) (USDA)	10.576	100%

TOTAL: \$173,810

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: AE

Date: 5/2/13

3. 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.
4. 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.
5. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
6. 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.

Contractor Initials: RA

Date: 5/2/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

Contractor Initials: RR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: RR
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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.

Contractor Initials: RE

Date: 5/2/13

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: RR
Date: 5/2/13

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials: RR
Date: 5/2/13

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

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

2 Industrial Park Drive, Concord, Merrimack County, NH 03301

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

Community Action Program of Belknap and Merrimack Counties, Inc.

From: Date of G&C Approval, whichever is later **To: September 30, 2015**

Contractor Name

Period Covered by this Certification

Ralph Littlefield, Executive Director

Name and Title of Authorized Contractor Representative



Contractor Representative Signature

5/2/13

Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

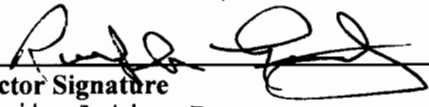
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

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

	Ralph Littlefield, Executive Director
Contractor Signature	Contractor's Representative Title
Community Action Program	
Belknap-Merrimack Counties, Inc.	5/2/13
Contractor Name	Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

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

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

PRIMARY COVERED TRANSACTIONS

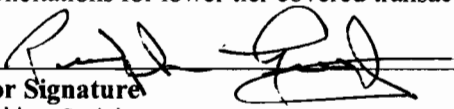
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b.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

Lower Tier Covered Transactions

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

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

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

 Contractor Signature Community Action Program Belknap-Merrimack Counties, Inc.	Ralph Littlefield, Executive Director Contractor's Representative Title 5/2/13 Date
Contractor Name	Date

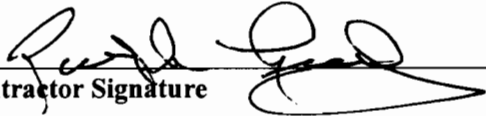
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

	Ralph Littlefield, Executive Director
Contractor Signature	Contractor's Representative Title

Community Action Program Belknap-Merrimack Counties, Inc.	5/2/13
Contractor Name	Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



Contractor Signature

Ralph Littlefield
Executive Director

Contractor's Representative Title

Community Action Program
Belknap-Merrimack Counties, Inc.

Contractor Name

5/2/13

Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

Contractor Initials: PR
Date: 5/2/13

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

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

Contractor Initials: RR
Date: 5/2/13

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

(4) Obligations of Covered Entity

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

Contractor Initials: RA

Date: 5/2/13

(5) Termination for Cause

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

(6) Miscellaneous

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

Contractor Initials: D-R

Date: 5/2/13

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

DIVISION OF PUBLIC HEALTH SERVICES

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

The State Agency Name

Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN
Name of Authorized Representative

RALPH LITTLEFIELD
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

7/30/13
Date

5/2/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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



(Contractor Representative Signature)

Community Action Program
Belknap-Merrimack Counties, Inc.

(Contractor Name)

Ralph Littlefield, Executive Director

(Authorized Contractor Representative Name & Title)

5/2/13

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073997504

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

NO YES

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

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

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

NO YES

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

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

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

Name: <u> </u>	Amount: <u> </u>
Name: <u> </u>	Amount: <u> </u>
Name: <u> </u>	Amount: <u> </u>
Name: <u> </u>	Amount: <u> </u>
Name: <u> </u>	Amount: <u> </u>

Contractor Initials:
Date: 5/2/13

CERTIFICATE OF VOTE/AUTHORITY

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

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

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

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 2, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary-Clerk of the corporation this 2nd day of May, 2013.

Dennis T. Martino
Dennis T. Martino, Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 2nd day of May, 2013 by Dennis T. Martino.

Eraine M. Ready
Notary Public/Justice of the Peace
My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy	
	PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A Arch Ins Co	11150
	INSURER B Liberty Mutual Insurance Co	23043
	INSURER C Philadelphia Indemnity Ins Co	18058
	INSURER D N.H.M.M. JUA	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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		NCPKG0226600	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 - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <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) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NCUMB0226600	6/17/2013	6/17/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	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
C	Blanket Crime		BDV1649128	3/27/2013	3/27/2014	\$400,000
D	Professional		NHJUA11882	12/30/2012	12/30/2013	\$1,000,000

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

CERTIFICATE HOLDER Director Div of Public Health SVCS NH DHHS 29 Hazen Drive Concord, NH 03301-6504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Ferrin/JSC <i>Laura Ferrin</i>

ACORD 25 (2010/05)
INS025/201005/01

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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

May 2, 2013

Subject: **Agency Audit Ending February 28, 2013**

To Whom It May Concern:

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

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

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

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

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

Sincerely,

Brian F. Hoffman
Deputy Director

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

<p>ALTON Senior Center.....875-7102 Prospect View Housing..... 875-3111</p> <p>BELMONT Senior Center.....267-9867 Heritage Terr. Housing.....267-8801</p> <p>BRADFORD Senior Center.....938-2104</p>	<p>CONCORD Area Center.....225-6880 Head Start.....224-6492 Early Head Start.....224-6492 Concord Area Meals-on-Wheels.....225-9092 Concord Area Transit.....225-1989 Horseshoe Pond Place.....228-6956 WIC/CSFP.....225-2050 Workplace Success.....223-2305</p> <p>EPSOM Meadow Brook Housing736-8250</p>	<p>FRANKLIN Area Center.....934-3444 Head Start.....934-2161 Early Head Start.....934-2161 Senior Center.....934-4151 Family Planning.....934-4905 Riverside Housing.....934-5340</p> <p>KEARSARGE VALLEY Area Center.....456-2207 Head Start.....456-2208 North Ridge Housing.....456-3398</p>	<p>LACONIA Area Center.....524-5512 Head Start.....528-5334 Early Head Start.....528-5334 Senior Center.....524-7689 Family Planning.....524-5453 Prenatal.....524-5453 Winnepesaukee Transit.....528-2496 Workplace Success.....524-4367</p> <p>MEREDITH Area Center.....279-4096 Senior Center.....279-5631</p>	<p>OSSIPEE Family Planning.....539-7552 Prenatal.....539-7552</p> <p>PEMBROKE Village at Pembroke Farms Housing.....485-1842</p> <p>PITTSFIELD Senior Center.....435-8482 Head Start.....435-6618 Early Head Start.....435-6611</p>	<p>PLYMOUTH Family Planning.....536-3584</p> <p>SUNCOOK Area Center.....485-7824 Senior Center.....485-4254</p> <p>TILTON Senior Center.....527-8291</p>
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COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.

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

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

INDEPENDENT AUDITORS' REPORT

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

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

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

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

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

*Leary, McDonnell & Roberts,
Professional Association*

August 21, 2012
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 2,114,892	\$ 1,424,147
Accounts receivable	3,431,173	4,626,352
Prepaid expenses	438,993	403,639
Total current assets	<u>5,985,058</u>	<u>6,454,138</u>
PROPERTY		
Land and buildings	4,619,289	4,619,289
Equipment	5,909,477	5,851,172
	10,528,766	10,470,461
Less accumulated depreciation	<u>(5,492,531)</u>	<u>(5,368,125)</u>
Property, net	<u>5,036,235</u>	<u>5,102,336</u>
OTHER ASSETS		
Investments	74,291	67,929
Due from related party	139,441	139,441
Total other assets	<u>213,732</u>	<u>207,370</u>
TOTAL ASSETS	<u>\$ 11,235,025</u>	<u>\$ 11,763,844</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 122,029	\$ 132,907
Accounts payable	2,442,548	2,555,156
Accrued expenses	1,149,313	996,135
Refundable advances	1,504,542	1,750,219
Total current liabilities	<u>5,218,432</u>	<u>5,434,417</u>
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>1,871,566</u>	<u>1,991,881</u>
Total liabilities	<u>7,089,998</u>	<u>7,426,298</u>
NET ASSETS		
Unrestricted	3,127,371	3,369,797
Temporarily restricted	1,017,656	967,749
Total net assets	<u>4,145,027</u>	<u>4,337,546</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 11,235,025</u>	<u>\$ 11,763,844</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 29, 2012**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting.

The Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 105-10, Generally Accepted Accounting Principles ("GAAP") establishes the FASB Accounting Standards Codification ("Codification") as the source of authoritative accounting principles recognized by the FASB to be applied to nongovernmental entities in the preparation of financial statements in conformity with GAAP.

Basis of Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 29, 2012 the Organization had no permanently restricted net assets and temporarily restricted net assets of \$1,017,656.

Income Taxes

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

Community Action Program of Belknap-Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program of Belknap-Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2008.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its income tax returns for the years (2007 through 2010), for the

purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

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

Buildings and improvements	40 years
Equipment and office furniture	7 years
Vehicles	5 years
Computer hardware and software	3 years

Use of Estimates

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

Cash and Cash Equivalents

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

Contributions

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

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities.

Advertising

The Organization expenses advertising costs as incurred.

2. **REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or

incurred. Funds received in advance of grantor conditions being met aggregated \$1,504,542 as of February 29, 2012.

3. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 29, 2012 was \$386,927.

4. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from annual to every five years. For the year ended February 29, 2012, the annual lease expense for the leased facilities was \$489,570.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2013	\$ 237,818
2014	95,467
2015	<u>33,631</u>
Total	<u>\$ 366,916</u>

5. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested in the amount of \$485,917 at February 29, 2012.

6. **LONG TERM DEBT**

Long term debt consisted of the following as of February 29, 2012:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,388,984

Note payable to a bank in monthly installments for principal and interest of \$4,494 through April, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 29, 2012. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 472,615

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations.	109,555
4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through September, 2031. The note is secured by property of the Organization for Franklin Community Services building.	<u>22,441</u>
Total	1,993,595
Less amounts due within one year	<u>122,029</u>
Long term portion	<u>\$ 1,871,566</u>

The scheduled maturities of long term debt as of February 29, 2012 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2013	\$ 122,029
2014	129,407
2015	137,236
2016	145,551
2017	154,380
Thereafter	<u>1,304,992</u>
	<u>\$ 1,993,595</u>

7. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 29, 2012:

Land	\$ 169,676
Building and improvements	4,449,613
Equipment	<u>5,909,477</u>
	<u>\$ 10,528,766</u>

Depreciation expense for the year ended February 29, 2012 was \$529,623.

8. CONTINGENCIES

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

contingency because specific amounts, if any, have not been determined or assessed as of February 29, 2012. Monitorings have not indicated any discrepancies.

9. CONCENTRATION OF RISK

For the year ended February 29, 2012, approximately \$11,585,000 (40%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 29, 2012, the balances on interest bearing accounts were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 and noninterest-bearing accounts had unlimited FDIC coverage. Effective July 1, 2010, one of the financial institutions collateralizes all deposits in excess of the FDIC limit. Another financial institution collateralizes the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 29, 2012, there were no deposits in excess of the FDIC limit.

10. TEMPORARILY RESTRICTED NET ASSETS

At February 29, 2012, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Agency Fuel Assistance Program	\$ 58,777
Nutrition and Elder Services	639,848
Caring Fund	12,027
Common Pantry	5,962
Software Program-FAP/EAP	6,879
Senior Center	120,938
Agency Head Start	141,063
Agency Family Planning and Prenatal Program	8,954
NH Food Pantry Coalition	663
NH Rotary Food Challenge	5,068
Summer Feeding	<u>17,477</u>
	<u>\$ 1,017,656</u>

11. STATEMENT OF FUNCTIONAL EXPENSES

The Statement of Activities discloses expenses by natural classification. The classification of expenses by function is summarized below:

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,783,284	\$ 424,997	\$ 9,208,281
Benefits and payroll taxes	2,181,201	124,223	2,305,424
Travel	332,262	1,814	334,076
Occupancy	1,000,811	143,438	1,144,249

Program services	11,588,546		11,588,546
Other costs:			
Accounting fees	16,474	31,255	47,729
Legal fees	20,013	353	20,366
Supplies	220,309	33,624	253,933
Postage and shipping	64,657	1,107	65,764
Equipment rental and maintenance	36,279	1,532	37,811
Printing and publications	6,701	1,299	8,000
Conferences, conventions and meetings	12,833	12,766	25,599
Interest	115,647	7,258	122,905
Insurance	202,691	27,158	229,849
Membership fees	9,888	12,744	22,632
Utility and maintenance	450,800	50,107	500,907
Other	1,156,008	58,072	1,214,080
Depreciation	523,973	5,650	529,623
In kind	1,143,537		1,143,537
	<u>\$ 27,865,914</u>	<u>\$ 937,397</u>	<u>\$ 28,803,311</u>

12. RELATED PARTY TRANSACTIONS

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

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

Development Service Agreement

Community Action Program Belknap – Merrimack Counties, Inc. has a development services agreement with Sandy Ledge Limited Partnership whose purpose is to acquire, rehabilitate and operate a qualified low-income apartment building as defined by Internal Revenue Code Section 42. CAPBMC Development Corporation is the general partner in Sandy Ledge Limited Partnership. The agreement called for payment of services in the amount of \$194,000. The amount due from Sandy Ledge Limited Partnership at February 29, 2012 totaled \$139,441.

13. RECLASSIFICATION

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

14. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program of Belknap-Merrimack Counties, Inc. is a limited liability company member of Community Provider Network of Central NH, LLC. The investment total at February 29, 2012 was \$35,000.

The Organization has also invested money relating to its Fix-it program in certain mutual funds. The fair market value of the mutual funds totaled \$39,291 at February 29, 2012.

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

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

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

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

At February 29, 2012, the Organization's investments were classified as Level 1 and 3 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance (at fair value)	\$ 32,929
Total gains or (losses) - realized /unrealized	2,250
Purchases	<u>4,112</u>
Ending Balance	<u>\$ 39,291</u>

Fair Value Measurements using Significant Unobservable Inputs (Level 3)

Beginning balance (at fair value)	\$ 35,000
Total gains or (losses) - realized/unrealized	<u>-</u>
Ending Balance	<u>\$ 35,000</u>

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

15. **FISCAL AGENT**

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

16. **SUBSEQUENT EVENTS**

Subsequent events have been evaluated through August 21, 2012, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

CORPORATION FOR NATIONAL SERVICES

Senior Companion	94.016	349,020
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US DEPARTMENT OF TRANSPORTATION**Through State of New Hampshire**

Concord Area Transit	20.509	604,876
Concord Area Transit-New Freedom	20.521	9,921
Winnepesaukee Transit System	20.509	55,420
Trolley Program	20.509	45,065
ARRA-Concord Area Transit	20.509	286,900
ARRA-Concord Area Transit-Vehicles	20.509	179,643
5310 Capital Advance	20.513	55,966
		1,237,791

US DEPARTMENT OF JUSTICE**Through State of New Hampshire**

ARRA-Therapeutic Classroom	16.801	33,561
Greater Lakes Child Advocacy Center	16.543	12,375
Merrimack County Service Link - NHPOA	16.528	776
		46,712

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Newbury Elderly Housing	14.157	110,687
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Through New Hampshire Housing Finance Authority

Statewide Lead Abatement Program	14.900	1,395,931
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Through State of New Hampshire

Home Program	14.239	200,551
ESG - New Start/Outreach Program	14.235	168,770
Homeless Prevention	14.235	22,840
ARRA-Homeless Prevention & Rapid Re-housing	14.257	238,602
Supportive Housing Services	14.235	58,683
		2,196,064

US DEPARTMENT OF ENERGY**Through State of New Hampshire**

Weatherization	81.042	156,234
ARRA-Weatherization	81.042	2,003,122
MH Park Weatherization	81.042	217,998
		2,377,354

US DEPARTMENT OF LABOR**Through State of New Hampshire**

Senior Community Service Employment	17.235	605,636
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Through Southern New Hampshire Services

WIA-Adult Program	17.258	90,976
ARRA-WIA Adult Program	17.258	1,057
WIA-Dislocated Worker Program	17.260	160,827
ARRA-Dislocated Worker Program	17.260	7,410
ARRA-WIA Discretionary	17.258	11
ARRA-WIA Dislocated Discretionary	17.260	384
		866,301

Homeland Security

Through State of New Hampshire

Emergency Management Performance Grant 97.042 25,000

Through United Way

Emergency Food and Shelter Program 97.024 9,674

34,674

TOTAL AWARDS EXPENDED

\$ 21,924,554

NOTE A - BASIS OF PRESENTATION

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

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

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

We have audited the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit corporation) as of and for the year ended February 29, 2012 and have issued our report thereon dated August 21, 2012. 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.

Internal Control Over Financial Reporting

Management of Community Action Program of Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting 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 financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program of Belknap-Merrimack Counties, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of 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.

This report is intended for the information and use of management, Board of Directors, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Leone, McDonnell & Roberts,
Professional Association*

August 21, 2012
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS
THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

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

Compliance

We have audited Community Action Program of Belknap-Merrimack Counties, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *US Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2012. Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each major federal program is the responsibility of Community Action Program of Belknap-Merrimack Counties, Inc.'s management. Our responsibility is to express an opinion on Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance based on our audit.

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 Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements.

In our opinion, Community Action Program of Belknap-Merrimack Counties, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 29, 2012.

Internal Control Over Compliance

The management of Community Action Program of Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the organization's internal control over compliance with the requirements that could have a direct and material effect on its major federal programs in order to determine our auditing procedures for the purpose of expressing our opinion on compliance 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 Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over compliance.

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

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 deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended for the information and use of management, Board of Directors, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Leone, McDonnell & Roberts,
Professional Association*

August 21, 2012
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2012**

1. The auditors' report expresses an unqualified opinion on the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc.
2. There were no significant deficiencies reported in the *Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Governmental Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133.
5. The auditors' report on compliance for the major federal award programs for Community Action Program of Belknap-Merrimack Counties, Inc. expresses an unqualified opinion on all major programs.
6. Audit findings that are required to be reported in accordance with section 510(a) of OMB Circular A-133 are reported in Part C of this schedule.
7. The programs tested as major programs were:
 - 10.557 Women, Infants & Children
 - 94.016 Senior Companion Program
 - 81.042 Weatherization
 - 81.042 ARRA-Weatherization
 - 20.509 Formula Grants for other than Urbanized Areas (Concord Area Transit and Winnepesaukee Transit Systems)
 - 20.509 ARRA-Formula Grant for other than Urbanized Areas
 - 10.565 Commodity Supplemental Food Program
 - 10.558 Child and Adult Care Food Program
 - 10.568 The Emergency Food Assistance Program-Admin.
 - 10.569 The Emergency Food Assistance Program
 - 93.558 Temporary Assistance to Needy Families
 - 14.257 ARRA-Homeless Prevention and Rapid Re-housing
 - 10.559 Summer Food Service Program
8. The threshold for distinguishing Type A and B programs was \$657,737.
9. Community Action Program of Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS – FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**SUMMARY OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED FEBRUARY 28, 2011**

United States Department of Energy

2011-01* Weatherization Program – CFDA 81.042 for the period ended February 28, 2011

Condition: During our review of project files, it was noted that one client did not meet the income eligibility requirements. Their income exceeded the threshold allowed for use of the weatherization funds.

Recommendation: The program staff must be diligent and ensure that all verifications of income are reviewed for eligibility.

Current Status:

The recommendation was adopted and the Assistant Director is now reviewing applications for eligibility.

* Finding number corrected to reflect fiscal year end.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>10/1/10-9/30/11</u>	<u>Grant Period</u> <u>10/1/11-9/30/12</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 1,558,989	\$ 3,566,481	\$ 5,125,470
Other	25,196		25,196
	<u>\$ 1,584,185</u>	<u>\$ 3,566,481</u>	<u>\$ 5,150,666</u>
Expenditures			
Personnel	\$ 233,684	\$ 103,466	\$ 337,150
Fringe benefits	59,593	29,001	88,594
Travel	1,878	2,785	4,663
Occupancy	92,089	26,506	118,595
Direct program costs	1,128,652	3,385,290	4,513,942
Other costs	68,289	19,433	87,722
	<u>\$ 1,584,185</u>	<u>\$ 3,566,481</u>	<u>\$ 5,150,666</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>7/1/10 - 6/30/11</u>	<u>Grant Period</u> <u>7/1/11 - 6/30/12</u>	<u>Total</u>
Revenues			
Corporation for National Services	\$ 118,150	\$ 230,870	\$ 349,020
Expenditures			
Personnel	\$ 90,517	\$ 148,127	\$ 238,644
Fringe benefits	(9,918)	17,697	7,779
Travel	31,655	62,431	94,086
Other costs	5,896	2,615	8,511
	<u>\$ 118,150</u>	<u>\$ 230,870</u>	<u>\$ 349,020</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE HOME PROGRAM - CFDA 14.239
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>4/01/08-10/31/11</u>
Revenues	
New Hampshire Housing and Finance Authority	\$ 200,551
Other	<u>29,409</u>
	<u>\$ 229,960</u>
Expenditures	
Personnel	\$ 9,874
Fringe benefits	3,449
Travel	1,147
Direct program costs	205,053
Other costs	<u>1,910</u>
	<u>\$ 221,433</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>1/1/11-12/31/11</u>	<u>Grant Period</u> <u>1/1/12-12/31/12</u>	<u>Total</u>
Revenues			
U.S. Department of Health and Human Services	\$ 2,651,419	\$ 542,265	\$ 3,193,684
In-Kind	764,932	226,927	991,859
Other	47,184	-	47,184
	<u>\$ 3,463,535</u>	<u>\$ 769,192</u>	<u>\$ 4,232,727</u>
Expenditures			
Personnel	\$ 1,718,990	\$ 327,705	\$ 2,046,695
Fringe benefits	389,456	96,706	486,162
Travel	27,024	5,751	32,775
In-Kind	764,932	226,927	991,859
Other costs	563,133	112,103	675,236
	<u>\$ 3,463,535</u>	<u>\$ 769,192</u>	<u>\$ 4,232,727</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>7/1/10 - 6/30/11</u>	<u>Grant Period</u> <u>7/1/11 - 6/30/12</u>	<u>Total</u>
Revenues			
US Department of Health and Human Services:			
Title XX	\$ 154,766	\$ 303,784	\$ 458,550
Title III Part C	281,104	562,210	843,314
NH Department of Health & Human Services	67,430	126,878	194,308
Other	-	606,170	606,170
	<u>\$ 503,300</u>	<u>\$ 1,599,042</u>	<u>\$ 2,102,342</u>
Expenditures			
Personnel	\$ 325,368	\$ 587,235	\$ 912,603
Fringe benefits	70,269	130,069	200,338
Occupancy	68,065	129,857	197,922
Travel	43,886	78,570	122,456
Other costs	240,139	457,552	697,691
	<u>\$ 747,727</u>	<u>\$ 1,383,283</u>	<u>\$ 2,131,010</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>10/1/10-9/30/11</u>	<u>Grant Period</u> <u>10/1/11-9/30/12</u>	<u>Total</u>
Revenues	\$ 851,433	\$ 1,003,610	\$ 1,855,043
Expenditures			
Personnel	\$ 164,786	\$ 99,338	\$ 264,124
Fringe benefits	44,706	29,770	74,476
Travel	2,000	1,630	3,630
Occupancy	2,202	21,181	23,383
Other costs	<u>637,739</u>	<u>851,691</u>	<u>1,489,430</u>
	\$ 851,433	\$ 1,003,610	\$ 1,855,043

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 29, 2012

	<u>Revenues</u>	<u>Expenses</u>
Tornado Relief Fund (018)	25,000	25,000
Trolley Program (024)	61,314	61,446
Quilt Tobacco Treatment Program (031)	2,538	2,233
Twin River Community Corp (051 & 052)	27,215	38,559
Cottage Hotel (062 & 063)	18,820	13,366
Sandy Ledge (091 & 092)	10,453	19,137
Ozanam (102 & 103)	31,897	31,970
Senior Center Program (138)	20,612	17,322
Franklin Intergenerational (182 & 183)	33,600	46,105
Senior Companion Program - Non Federal (221 & 222)	44,721	70,868
Senior Companion Program - State (231 & 232)	31,652	33,078
Flood Fund (276)	2,451	2,320
Franklin Community Services (291 & 292)	26,220	21,666
Head Start - Childcare (351 & 352)	903,144	868,807
Belknap County - WXN Program (374)	-	106
Lakes Region Family Center (381 & 382)	157,533	157,533
REIP (401)	83,063	56,143
Purchase Rehabilitation Project (426)	178,308	178,308
NH Modular Ramp (430 & 431)	98,278	96,470
National Grid Program (472)	112,786	112,453
New Hampshire Housing Guarantee Program (491 & 492)	247,417	236,993

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 29, 2012

	<u>Revenues</u>	<u>Expenses</u>
Core Program (501 & 502)	136,290	167,923
NH Rotary (540)	2	-
Common Pantry (551 & 552)	160	3,744
Software Program - FAP/EAP	20,000	13,902
Epsom Elderly Housing (641 & 642)	95,207	80,349
Belmont Housing (651 & 652)	73,469	71,469
Alton Housing (661 & 662)	49,991	50,507
Kearsarge Housing (671 & 672)	62,922	62,922
Riverside Housing (681 & 682)	72,182	72,182
Pembroke Housing (706 & 707)	82,033	82,033
Area Centers (761 & 762)	255,135	206,235
Home Access Program (774)	18,556	15,575
Transition In Caregiving FLEX (820)	5,125	5,125
THE FIXIT Program (831 & 832)	118,471	58,365
The Caring Fund (861 & 862)	4,980	7,574
Housing Future (891 & 892)	12,399	12,399
Agency Account FAP (922)	106,805	101,992
Agency Account SCP (930 & 931)	187	2,927
H/S Agency (941 & 942)	90,519	14,890
Agency FP/PN (963)	526	2
Saving Heat & Reducing Energy (970)	9,469	8,541
Agency Horseshoe Pond Place (992 & 993)	26,930	26,930

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 29, 2012

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
572	Fuel Assistance Program	93.568	\$ 477,424
492	NH Housing Guarantee Program		195,287
592	Homeless Prevention		165,237
162	Elder Services Program	93.045,93.667	90,235
712	Concord Area Transit		76,252
903	Community Services Block Grant	93.569	72,720
193	Electric Assistance Program		70,790
153	Merrimack County Service Link	93.778,93.052	69,826
728	Homeless Revolving Loan Fund-Belknap County	93.667,93.048,93.779,93.071	51,159
262	Rural Transportation Service	93.044	45,359
832	FixIt Program		40,863
426	Purchase Rehab Program		23,358
892	Housing Futures Program		18,000
853	New Start Program		16,535
018	Tornado Relief Fund		16,309
463	Weatherization-HRRP	93.568	14,186
70A	ARRA-Homeless Prevention & Rapid Re-housing		10,000
729	Homeless Revolving Loan Fund-Merimack County		8,179
412	Weatherization		6,332
172	MIPPA/NH-CLP	93.791	6,073
178	Volunteer Travel Program		5,744
372	Greater Lakes Child Advocacy		5,000
70A	ARRA-Homeless Prevention & Rapid Re-housing		4,672
746	Community Crisis Fund		3,578
612	WIC		2,646
847	Loan Guarantee Program		2,530
232	Senior Companion Program - State		2,394
762	Area Center Program		1,476
15A	ARRA-State Wide T&TA		1,200
222	Senior Companion Program - Non-Federal		667
732	Winnepesaukee Transit System		511
	TOTAL		\$ 1,504,542

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

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

STATEMENT OF PURPOSE

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



Community Action Program Belknap—Merrimack Counties, Inc.



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

Effective 5/2/13

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>	3/2014
Kathy Goode, <i>Treasurer</i>	Indefinite
Heather Brown	1/2015
Nicolette Clark	1/2016
Susan Koerber	1/2016
Bill Johnson	Indefinite
Karen Painter	Indefinite
Theresa Cromwell	3/2014
Cindy Cantelo	1/2015
Matthew Hayward	1/2016

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

enr

ALTON Senior Center.....875-7102 Prospect View Housing875-3111	CONCORD Area Center.....225-6880 Head Start.....224-6492 Early Head Start.....224-6492 Concord Area Meals-on-Wheels.....225-9092 Concord Area Transit.....225-1989 Horseshoe Pond Place.....228-6956 WIC/CSFP.....225-2050 Workplace Success.....223-2305	FRANKLIN Area Center.....934-3444 Head Start.....934-2161 Early Head Start.....934-2161 Senior Center.....934-4151 Family Planning.....934-4905 Riverside Housing.....934-5340	LACONIA Area Center.....524-5512 Head Start.....528-5334 Early Head Start.....528-5334 Senior Center.....524-7689 Family Planning.....524-5453 Prenatal.....524-5453 Winnepesaukee Transit.....528-2496 Workplace Success.....524-4367	OSSIPEE Family Planning.....539-7552 Prenatal.....539-7552	PLYMOUTH Family Planning.....536-3584
BELMONT Senior Center.....267-9867 Heritage Terr. Housing.....267-8801	KEARSARGE VALLEY Area Center.....456-2207 Head Start.....456-2208 North Ridge Housing.....456-3398	MEREDITH Area Center.....279-4096 Senior Center.....279-5631	PEMBROKE Village at Pembroke Farms Housing.....485-1842	SUNCOOK Area Center.....485-7824 Senior Center.....485-4254	TILTON Senior Center.....527-8291
BRADFORD Senior Center.....938-2104	EPSOM Meadow Brook Housing736-8250		PITTSFIELD Senior Center.....435-8482 Head Start.....435-6618 Early Head Start.....435-6611		

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Community Action Program of Belknap and Merrimack Counties, Inc.

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

BUDGET PERIOD:		SFY 14	10/1/13-9/30/14
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Ralph Littlefield -Executive Director	\$118,448	0.00%	\$0.00
Brian Hoffman - Deputy Director	\$105,851	0.00%	\$0.00
Susan Wnuk - Director Community Health & Nutrition	\$65,578	7.18%	\$4,708.45
Thomas Fritschka - Warehouse Manager	\$37,421	2.05%	\$767.61
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$5,476.05

BUDGET PERIOD:		SFY 15	10/1/14-9/30/15
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Ralph Littlefield -Executive Director	\$118,448	0.00%	\$0.00
Brian Hoffman - Deputy Director	\$105,851	0.00%	\$0.00
Susan Wnuk - Director Community Health & Nutrition	\$65,578	7.18%	\$4,708.45
Thomas Fritschka - Warehouse Manager	\$37,421	2.05%	\$767.61
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$5,476.05

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

RALPH LITTLEFIELD

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

EDUCATION

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

EMPLOYMENT

January 1980 – Present

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

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

June 1978 – January 1980

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

1976 – June 1978

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

1974 – 1975

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

1974 – Head Counselor, Summer Neighborhood Youth Corps

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

June 1971 – General Services Director

BRIAN F. HOFFMAN

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

WORK EXPERIENCE

- 1981 – Present DEPUTY DIRECTOR
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016

Provides general supervision and direction to the program directors and assists with the development, 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

- New Hampshire Public Television, Community Advisory Board (appointed 2013)
Treasurer, Board of Directors, New Hampshire Community Development Finance Authority (2006-Present)
New Hampshire Community Action Association
Secretary, Board of Directors, Bedford Firefighters Association (2011-Present)
Retired Volunteer Firefighter and EMT for Bedford Fire Department (30 years)
Baboosic Lake Association, Board of Directors, served as Vice-President and President (12 years)
Pointer Fish and Game Club, Board of Directors, served as Treasurer (5 years)

SUSAN M. WNUK

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

EXPERIENCE

- 1992 to Present** **COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**
Director, Community Health and Nutrition Services
- Responsible for overall management of the WIC, and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, STD clinics, HIV Counseling and Testing Services
 - Oversee planning, development, implementation and coordination of all program services for multiple programs and clinic locations
 - Fiscal management including budget preparation, monitoring, fundraising, and reports for \$1.6 million operating budget
 - Oversee special grant projects including Fit WIC, Teen Pregnancy Prevention Project
 - Participation in Smoking Cessation Learning Collaborative
 - Development and implementation of policies and procedures
 - Responsible for grant management and report preparation
- 1991-1992** Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services
- Initiated development and implementation of comprehensive Prenatal program clinical services in Belknap County for low-income women
 - Integrated all program services to provide access to comprehensive care
- 1989-1992** Director, Family Planning, STD Clinics and HIV counseling and Testing Services
- Coordinated development of STD Clinic Services in three County area including obtaining initial grant funding
 - Fiscal, personnel, program management of all services
- 1987-1989** Director, Family Planning and HIV Counseling and Testing Services
- Obtained grant funding to initiate development of HIV Counseling and Testing Services
 - Integrated services into Family Planning Clinic
- 1986-1987** Family Planning Program Director
- Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area.
 - Initiated program development activities and expansion of services
- 1980-1985** **CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE**
Social Worker – Social Services Department
- Evaluation of emotional, social and economic stresses of illness.
 - Developed patient care plans including financial assessment, discharge planning needs, home supports, and transfer for patients in maternity/newborn nursery, ICU, nephrology/dialysis, and urology units.
 - Liaison between medical staff, patient, families and community agencies.
 - Coordinated adoptions with public and private organizations.
 - Provided assessments for guardianships hearings.
 - Initiated protective service referrals for infants, children and seniors.
 - Coordinated transfers to skilled, intermediate level nursing homes, group homes, and facilities providing traumatic head injury and spinal cord care.

EDUCATION

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

PROFESSIONAL ASSOCIATIONS**Board of Directors and Committees**

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

Government

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

Memberships

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

COMMUNITY & VOLUNTEER

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

Thomas M. Fritschka

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

Employment:

Warehouse Manager **05/2008 to present**
Community Action Program
Belknap-Merrimack Counties, Inc. Concord, NH

- 1 Responsible for distributing food to low income elderly in various locations throughout New Hampshire including actual physical delivery to qualified participants as well as maintaining appropriate food levels in the warehouse.
- 2 Responsible for organizing and maintaining the Concord, New Hampshire warehouse.
- 3 Overseeing volunteers and warehouse staff on a daily basis.
- 4 Responsible for maintenance of company vehicles and forklift.
- 5 Handling recycling of cardboard produced by the daily operations of the warehouse.
- 6 Scheduling the incoming food deliveries to the warehouse.

Service Manager **03/2005 to 05/2008**
Concord Motorcycle Concord, NH

- 1 Responsible for scheduling customers for service repairs, scheduling assembly of new vehicles for display and delivery for the sales department, dealing with customer complaints and problems, and allocating work to service technicians.
- 2 Handle researching and identifying parts necessary to complete repairs, and getting that information to the parts department for ordering.
- 2 Submit all warranty claims (both computerized and paper claims) to manufacturers' and handle the accompanying follow up.
- 3 Responsible for maintenance of both company vehicle and forklift.
- 1 Responsible for the daily operation of the service department and the supervision of all service department employees.

Assistant Parts Manager/Service Writer **03/2004 to 02/2005**
Belknap Subaru Belmont, NH

- 1 Responsible for parts ordering, invoicing and shipping parts to customers (both internet and phone orders).
- 2 Supplying parts to technicians as needed.
- 3 Checking and stocking all incoming parts orders.
- 4 Write up and invoice both service customers and internal service work.
- 5 Handle parts and service customer service calls.

Sales Manager then Service Manager
Freedom Honda Suzuki (No longer in business)

1996 to 12/2003
Belmont, NH

- 2 Responsible for scheduling customers for service repairs, scheduling assembly of new vehicles for display and delivery for the sales department, dealing with customer complaints and problems, and allocating work to service technicians.
- 4 Handle researching and identifying parts necessary to complete repairs, and getting that information to the parts department for ordering.
- 5 Submit all warranty claims (both computerized and paper claims) to manufacturers' and handle the accompanying follow up.
- 1 Responsible for sales tracking for a management group, sales follow-up, the turn over of sales opportunities, and the overall efficiency of sales department.

Education:

Oxbow High School
Bradford, VT

Graduated 1985

Skills:

- 1 Windows XP
- 2 Microsoft Outlook
- 3 Internet Explorer and Mozilla Firefox
- 4 Computerized submission of warranty claims
- 5 Experience in the parts and finance/insurance departments of dealerships.
- 6 ADP and Wallace Dealership Software
- 7 CDL Driver
- 8 Forklift operation

Hobbies:

- 1 Bicycling
- 2 Motorcycles
- 3 Hiking
- 4 Snowshoeing
- 5 Reading

Budget Form

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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

Statewide Administration Senior Farmers' Market
Budget Request for: Nutrition Program

(Name of RFP)

Budget Period: Date of G&C thru September 30, 2015

Line Item	SFY2014 Program Funds Requested	SFY2015 Program Funds Requested	Total
1. Total Salary/Wages	\$ 6,128.60	\$ 6,128.60	\$ 12,257.20
2. Employee Benefits	\$ 1,876.40	\$ 1,876.40	\$ 3,752.80
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ 500.00	\$ 1,000.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ 100.00	\$ 100.00	\$ 200.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -
1. Staff Education and Training	\$ -	\$ -	\$ -
2. Subcontracts/Agreements	\$ -	\$ -	\$ -
3. Other (Food Cost Reimbursement to Farmers):	\$ 78,300.00	\$ 78,300.00	\$ 156,600.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Sub-Total Direct Costs	\$ 86,905.00	\$ 86,905.00	\$ 173,810.00
Indirect Costs (*Not to exceed 10% of direct costs)			\$ -
TOTAL	\$ 86,905.00	\$ 86,905.00	\$ 173,810.00

With submission of monthly expenditure reports, the contractor shall allocate indirect costs as a percentage of actual direct costs incurred during each month, not to exceed 10% of direct costs billed that month.

DHHS Program/Section Manager Approval MM
initials