

TV 58

Sam.



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4493 1-800-852-3345 Ext. 4493
Fax: 603-271-0545 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 2, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a contract renew and amend option with the Community Action Program Belknap-Merrimack Counties Inc., Purchase Order #1024301, Vendor # 177203-B003, 2 Industrial Drive, Concord, NH 03302, by increasing the Price Limitation by \$20,000 from \$29,000 to \$49,000 to provide targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral services, and extend the Completion Date from June 30, 2014 to June 30, 2016, effective July 1, 2014 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on June 6, 2012, Item #75.

100% Federal Funds

Funds are available in the following accounts for SFY 2015, and are anticipated to be available in SFY 2016, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/AIDS PREVENTION

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500734	Social Services Contract	90024000	14,500	0	14,500
SFY 2014	102-500734	Social Services Contract	90024000	14,500	0	14,500
SFY 2015	102-500731	Contracts for Prog Svc	90024000	0	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90024000	0	10,000	10,000
			Total	\$29,000	\$20,000	\$49,000

EXPLANATION

Funds in this agreement will be used to provide targeted Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) counseling, testing and referral into medical care for those who test positive for the virus. The target population for this service is individuals at increased risk of HIV/HCV infection who are not receiving routine medical care. This agreement will support the recruitment and testing of a minimum of 50 high-risk individuals each year.

New Hampshire has experienced a relatively steady number of new HIV infections. Approximately 60 new cases are reported annually, with 40% of these cases subsequently receiving the more advanced diagnosis of Acquired Immune Deficiency Syndrome (AIDS) within one year of receiving an initial HIV positive result. This 40% are individuals who have had the virus for a longer period of time and did not know it. The goal of this targeted testing approach is to identify high-risk individuals who have the HIV virus and get them into medical care before their immune system is damaged to the point where they receive an AIDS diagnosis. The federal Center for Disease Control and Prevention has documented that getting HIV infected individuals into medical care improves the individuals health outcome and decreases the likelihood of the individual transmitting the virus to others.

In New Hampshire, 1,261 individuals are documented as living with HIV/AIDS as of December 2012. Demographically, people living with HIV/AIDS in New Hampshire are 76% male, 24% female, with the age group of 50 and older accounting for the majority of cases. African-Americans, who account for 1% of the state's population, represent 14% of the HIV cases; and Hispanics, who account for 3% of the state's population, represent 12% of the HIV cases. In risk categories, men who have sex with men account for almost half of the cases (48%), followed by those exposed through heterosexual contact (19%) and injection drug users (13%). This data demonstrates the disproportionate affect of HIV/AIDS on these communities, and justifies the need for targeted testing as a prevention strategy.

Should Governor and Executive Council not authorize this request, the infection rates within these communities will increase. Individuals infected with the virus will burden the healthcare system by showing up in emergency rooms, being diagnosed very late in their infection and have a much higher likelihood of transmitting the virus to others. This will create a higher burden of disease and greater public health threat in New Hampshire.

The Community Action Program Belknap-Merrimack Counties Inc. was selected for this project through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services web site from December 15, 2011 through January 3, 2012. In addition, a notification was sent to agencies that provide this type of service throughout the state, and a bidder's conference was held on December 21, 2011 to provide in-depth information to potential applicants.

Seven proposals were submitted in response to the Request for Proposals. Two Department of Health and Human Services and four external reviewers evaluated the seven proposals. The six reviewers were chosen because they have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include sexually transmitted disease and HIV prevention, laboratory analysis, family planning, medical care coordination and grants management. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the seven bidders. The reviewers

scored each proposal individually, then came together as a group to discuss and reach consensus on each of the proposals. The reviewers recommended funding five of the seven proposals reviewed as they met the criteria put forth in the Request For Proposals. The two proposals the review committee did not recommend for funding have not been put forward. The Bid Summary is attached.

As referenced in the original letter approved by Governor and Council on June 6, 2012, Item #75, and in the Request for Proposal, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The following performance measures, monitored through site visits and successfully met in the current agreement period, will continue to be used to measure the effectiveness of the agreement.

- Ninety percent of HIV test results will be returned to clients within 30 days of test date.
- Ninety five percent of newly identified, confirmed HIV positive test results will be returned to clients within 30 days of test date.
- Ninety five percent of newly identified, confirmed HIV positive cases referred to medical care will attend their first medical appointment within ninety days of test date.
- Ninety five percent of newly identified HCV cases will have a documented referral into medical care at the time of diagnosis.

Area served: Merrimack County.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**HIV/HCV Targeted Testing
External Review Summary**

Program Name		Infectious Disease - Prevention, Investigation and Care Section (ID-PICS)										
Contract Purpose		STD/HIV/HCV Targeted Testing										
		The RFP stated that five awards of \$14,000 per year would be offered. Seven applicant applied for the five awards offered.										
		Recommended For Funding					Not Recommended For Funding					
RFP Criteria	Max Pts	Community Action Program Belknap - Merrimack Counties Concord, NH	Manchester Health Department Manchester, NH	City of Nashua, Public Health Department Nashua, NH	NH Minority Health Coalition Manchester, NH	Loving Health Center Greenland, NH	Child and Family Services Manchester, NH	HIV/HCV Resource Center, Lebanon, NH				
Agency Capacity	30	27.0	27.0	27.0	24.0	26.0	22.0	23.0				
Program Structure	50	48.0	41.0	41.0	39.0	36.0	33.0	28.0				
Budget & Justification	15	11.0	11.0	11.0	10.0	11.0	9.0	9.0				
Format	5	5.0	5.0	5.0	4.0	4.0	5.0	4.0				
Total	100	91.0	84.0	84.0	77.0	77.0	69.0	64.0				
Budget Requested												
FY 13		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500				
FY 14		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500				
Total Requested		\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000				
Budget Awarded												
FY 13		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$0	\$0				
FY 14		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$0	\$0				
Total Award		\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$0	\$0				
RFP Reviewers												
San Adie		HIV Prevention Program Manager										
Drew Thomits		Public Health liason										
Kathy Desilets		Region One Project Officer-Boston										
Patricia Jackson		Hepatitis Coordinator										
Michele Ricco		Family Planning Program Manager										
Kelly Hobbs		Licensed Alcohol Drug Counselor										
		Qualifications The six reviewers have between three and twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include STD and HIV prevention, substance abuse services, Family Planning services, and grants management.										



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

This 1st Amendment to the Community Action Program Belknap-Merrimack Counties Inc., contract (hereinafter referred to as "Amendment One") dated this 2nd day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 2 Industrial Drive, Concord, New Hampshire 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 6, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to amend the agreement by extending the completion date and increasing the price limitation.

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

To amend as follows:

- Form P-37, to change:
Block 1.7 to read: June 30, 2016
Block 1.8 to read: \$49,000
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:

The contract price shall increase by \$10,000 for SFY 2015, and by \$10,000 for SFY 2016.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:

- \$20,000 from 05-95-90-902510-5189-102-500731, 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.940, Federal Award Identification Number (FAIN), U62PS003655, for HIV prevention services.



Delete Paragraph 6

Replace with:

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

- Budget, to add:
Exhibit B-1 (2015) - Amendment 1
Exhibit B-1 (2016) - Amendment 1

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

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

State of New Hampshire
Department of Health and Human Services

5/5/14
Date

[Signature]
Brook Dupee
Bureau Chief

Community Action Program Belknap-Merrimack
Counties Inc.

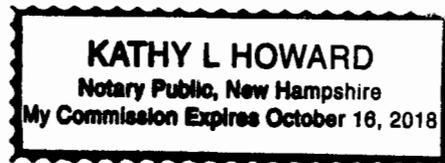
May, 2, 2014
Date

[Signature]
Name: Ralph Littlefield
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on May 2, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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



Kathy L. Howard, Notary Public
Name and Title of Notary or Justice of the Peace

Contractor Initials: [Signature]
Date: 5/2/14



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

OFFICE OF THE ATTORNEY GENERAL

5-14-14
Date

Rosemary Wiant
Name: Rosemary Wiant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: R-L
Date: 5/21/14



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

On behalf of the New Hampshire Department of Health and Human Services (NH DHHS), the Division of Public Health Services (DPHS), the Bureau of Infectious Disease Control (BIDC), the Community Action Program, Belknap-Merrimack Counties, Inc. will provide Targeted human immunodeficiency virus (HIV)/Hepatitis C virus (HCV) Counseling, Testing and Referral in a non-healthcare setting (Targeted HIV/HCV Testing).

2. Required Activities

1. Provide voluntary, confidential HIV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority populations identified to be at increased risk of HIV infection:
 - a. Sex and needle sharing partners of people living with HIV.
 - b. Men who have sex with men who have engaged in unprotected sex in the previous 12 months
 - c. Black or Hispanic women
 - d. Individuals who have shared needles for injection drug use in the previous 12 months
 - e. Individuals who are incarcerated.

2. Provide voluntary, confidential HCV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority population identified to be at increased risk of HCV infection
 - a. Individuals who are currently or have in the past shared needles for injection drug use
 - b. Individuals who are incarcerated

3. Submit within thirty days of award and review on an annual basis, a recruitment plan detailing how the agency will access each of the priority populations listed in numbers one and two above.

2.1. Numbers Served

1. Targeted HIV/HCV Testing Services will be provided to a minimum of 50 individuals and a minimum of one newly diagnosed HIV case will be identified per year.

3. Compliance and Reporting Requirements



Exhibit A – Amendment 1

3.1. Compliance Requirements

1. Notify the DPHS of all HIV preliminary positive test results no later than 4 PM the next business day.
2. Assure the DPHS staff has access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and /or needle sharing partners.
3. Assist the DPHS staff in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the CDC Partner Services Guidelines. Information gathered will be provided to the DPHS no later than the next business day.
4. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HIV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HIV medical care provider.
5. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HCV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HCV medical care provider.
6. Submit within thirty days of award a document that captures the risk-screening process the agency will use to ensure services are being offered to the at risk populations as defined by the DPHS or supported by other funding sources.
7. Submit specimens being sent to the NH Public Health Laboratories within 72 hours of specimen collection.

3.2. Reporting Requirements

1. Comply with the DPHS security and confidentiality guidelines related to all protected health information.
2. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
3. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client supported by these funds. This includes submitting all client visit and testing data collection forms within 30 days of specimen collection.
4. Maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request.
5. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

4. Performance Measures

Goal#1

To ensure that clients who are tested for HIV receive their results in an appropriate timeframe.

R. G.
5/2/14



Exhibit A – Amendment 1

Target: 90% of HIV tests results performed on the HIV Target Population will be returned to clients within 30 days of testing date.

Numerator- The number of HIV test results among the clients that fall within the HIV target population returned within 30 days of the test date.

Denominator- The number of HIV tests performed on clients that fall within the HIV target population.

Goal#2

To ensure that newly identified HIV positive cases receive their test results in an appropriate timeframe.

Measure: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 30 days.

Numerator- The number of newly identified, confirmed HIV positive test results returned to clients within 30 days of the test date.

Denominator- The number of newly identified, confirmed HIV positive test results.

Goal#3

To ensure that newly identified HIV positive cases receive timely access to appropriate medical care services.

Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 90 days of receiving a positive test result

Numerator- The number of newly identified HIV positive cases referred to medical care that attend their first medical appointment within 90 days of receiving a positive test result.

Denominator- The number of newly identified HIV positive cases that are referred to medical care services.

Goal#4

To ensure that newly identified HCV cases receive timely referral to appropriate medical care services.

Target: 95% of newly identified HCV cases among the HCV Target Population will have a documented referral to medical care at time of diagnosis.

Numerator- The number of newly identified HCV positive cases that fall within the HCV Target referred to medical care at time of diagnosis.

Denominator- The number of newly identified HCV positive cases that fall within the HCV Target Population.

A-E

5/2/14

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

New Hampshire Department of Health and Human Services

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

Budget Request for: HIV/HCV Targeted Testing Services
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 8,610.85	\$ -	\$ 8,610.85	
2. Employee Benefits	\$ 859.15	\$ -	\$ 859.15	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 180.00	\$ -	\$ 180.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 350.00	\$ -	\$ 350.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 10,000.00	\$ -	\$ 10,000.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: ra

Date: 5/2/14

**Exhibit B-1 (2016) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

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

Budget Request for: HIV/HCV Targeted Testing Services
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 8,610.85	\$ -	\$ 8,610.85	
2. Employee Benefits	\$ 859.15	\$ -	\$ 859.15	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 180.00	\$ -	\$ 180.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 350.00	\$ -	\$ 350.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 10,000.00	\$ -	\$ 10,000.00	

Indirect As A Percent of Direct

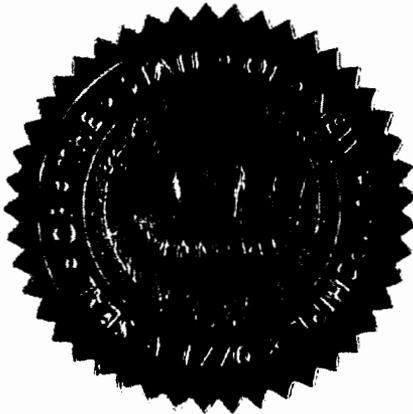
0.0%

Contractor Initials: R-a
Date: 5/2/14

State of New Hampshire
Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/12/13, such authority to be in force and effect until 6/30/16 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 2nd day of May, 20 14.



Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 2nd day of May, 20 14, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

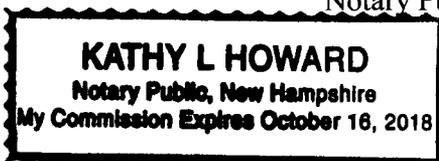
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Kathy L. Howard, Notary Public

Notary Public/Justice of the Peace

Commission Expiration Date:



COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

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

May 2, 2014

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2014

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

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

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

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

Department of Health & Human Services
 Contracts and Procurement Unit
 129 Pleasant St, Brown Bldg
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Laura Perrin/KS5

COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.

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

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

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

Leone, McDonnell + Roberts
Professional Association

October 10, 2013
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2013
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2013 Total</u>	<u>2012 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 19,545,688		\$ 19,545,688	\$ 21,051,500
Other funds	3,708,706	\$ 2,333,637	6,042,343	6,269,875
In-kind	1,066,723		1,066,723	1,143,537
United Way	150,918		150,918	145,880
	<u>24,472,035</u>	<u>2,333,637</u>	<u>26,805,672</u>	<u>28,610,792</u>
Total revenues and other support				
	24,472,035	2,333,637	26,805,672	28,610,792
NET ASSETS RELEASED FROM RESTRICTIONS				
	<u>2,444,171</u>	<u>(2,444,171)</u>		
Total	<u>26,916,206</u>	<u>(110,534)</u>	<u>26,805,672</u>	<u>28,610,792</u>
EXPENSES				
Compensation	8,633,277		8,633,277	9,208,281
Payroll taxes and benefits	2,245,454		2,245,454	2,305,424
Travel	318,080		318,080	334,076
Occupancy	1,191,059		1,191,059	1,144,249
Program services	11,379,654		11,379,654	11,588,545
Other costs	1,780,824		1,780,824	2,549,575
Depreciation	518,831		518,831	529,623
In-kind	1,066,723		1,066,723	1,143,538
	<u>27,133,902</u>	<u></u>	<u>27,133,902</u>	<u>28,803,311</u>
Total expenses				
	27,133,902		27,133,902	28,803,311
CHANGE IN NET ASSETS	(217,696)	(110,534)	(328,230)	(192,519)
NET ASSETS - BEGINNING OF YEAR	<u>3,127,371</u>	<u>1,017,656</u>	<u>4,145,027</u>	<u>4,337,546</u>
NET ASSETS - END OF YEAR	<u>\$ 2,909,675</u>	<u>\$ 907,122</u>	<u>\$ 3,816,797</u>	<u>\$ 4,145,027</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2013 AND FEBRUARY 29, 2012**

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (328,230)	\$ (192,519)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	518,831	529,623
Donated equipment	26,080	-
Gain on sale of property	(3,242)	(19,068)
(Increase) decrease in current assets:		
Accounts receivable	(53,687)	1,195,179
Prepaid expenses	102,653	(88,703)
Increase (decrease) in current liabilities:		
Accounts payable	(420,496)	(112,608)
Accrued expenses	30,313	153,178
Refundable advances	<u>(434,518)</u>	<u>(245,677)</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(562,296)</u>	<u>1,219,405</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(139,369)	(464,455)
Investment in partnership	(8,128)	(6,362)
Proceeds from sale of property	<u>7,250</u>	<u>20,000</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(140,247)</u>	<u>(450,817)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	<u>(119,869)</u>	<u>(131,193)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(119,869)</u>	<u>(131,193)</u>
NET (DECREASE) INCREASE IN CASH	(822,412)	637,395
CASH BALANCE, BEGINNING OF YEAR	<u>2,027,864</u>	<u>1,390,469</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,205,452</u>	<u>\$ 2,027,864</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 116,248</u>	<u>\$ 122,905</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2013**

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.

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 28, 2013 the Organization had no permanently restricted net assets and temporarily restricted net assets of \$907,122.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 29, 2012, from which the summarized information was derived.

Income Taxes

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

Community Action Program 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 2009.

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 (2009 through 2012), 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, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities.

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 \$1,070,024 as of February 28, 2013.

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 28, 2013 was \$368,026.

4. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 28, 2013, the annual lease expense for the leased facilities was \$525,767.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2014	\$ 149,815
2015	<u>33,631</u>
Total	<u>\$ 183,446</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 \$446,087 at February 28, 2013.

6. LONG TERM DEBT

Long term debt consisted of the following as of February 28, 2013:

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. \$ 1,300,888

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 28, 2013. 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. 447,321

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.	103,802
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>21,715</u>
Total	1,873,726
Less amounts due within one year	<u>129,407</u>
Long term portion	<u>\$ 1,744,319</u>

The scheduled maturities of long term debt as of February 28, 2013 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2014	\$ 129,407
2015	137,236
2016	145,551
2017	154,380
2018	163,753
Thereafter	<u>1,143,399</u>
	<u>\$ 1,873,726</u>

7. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2013:

Land	\$ 168,676
Building and improvements	4,449,613
Equipment	<u>5,935,585</u>
	<u>\$ 10,553,874</u>

Depreciation expense for the year ended February 28, 2013 was \$518,831.

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 28, 2013. Monitoring has not indicated any discrepancies.

9. CONCENTRATION OF RISK

For the year ended February 28, 2013, approximately \$11,301,000 (42%) 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 28, 2013, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 28, 2013, there were no deposits in excess of the uninsured limits.

10. TEMPORARILY RESTRICTED NET ASSETS

At February 28, 2013, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Agency Fuel Assistance Program	\$	31,029
Nutrition and Elder Services		604,678
Caring Fund		14,709
Common Pantry		7,135
Software Program-FAP/EAP		781
Senior Center		122,102
Agency Head Start		106,508
Agency Family Planning and Prenatal Program		9,043
NH Food Pantry Coalition		663
Agency Senior Companion Program		5,404
NH Rotary Food Challenge		<u>5,070</u>
	<u>\$</u>	<u>907,122</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	\$ 8,206,340	\$ 426,937	\$ 8,633,277
Benefits and payroll taxes	2,126,957	118,497	2,245,454
Travel	315,110	2,970	318,080
Occupancy	1,092,178	98,881	1,191,059
Program services	11,379,654		11,379,654

Other costs:			
Accounting fees	18,290	29,844	48,134
Legal fees	9,264	1,452	10,716
Supplies	243,980	28,746	272,726
Postage and shipping	59,575	994	60,569
Equipment rental and maintenance	17,367	694	18,061
Printing and publications	5,282	49	5,331
Conferences, conventions and meetings	2,790	13,888	16,678
Interest	108,936	7,312	116,248
Insurance	183,556	32,212	215,768
Membership fees	9,356	11,126	20,482
Utility and maintenance	5,868	56,739	62,607
Other	911,807	21,697	933,504
Depreciation	512,250	6,581	518,831
In kind	<u>1,066,723</u>	<u> </u>	<u>1,066,723</u>
	<u>\$ 26,275,283</u>	<u>\$ 858,619</u>	<u>\$ 27,133,902</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 28, 2013 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 28, 2013 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 \$47,419 at February 28, 2013.

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 28, 2013, 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 – mutual funds (at fair value)	\$ 39,291
Total gains or (losses) - realized /unrealized	4,815
Purchases	<u>3,313</u>
Ending Balance – mutual funds	<u>\$ 47,419</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 are events or transactions that occur after the balance sheet date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the balance sheet date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the balance sheet date, but arose after that date. Management has evaluated subsequent events through October 10, 2013, the date the financial statements were available to be issued.

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 28, 2013**

	<u>Grant Period</u> <u>10/1/12-9/30/12</u>	<u>Grant Period</u> <u>10/1/12-9/30/13</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 1,097,863	\$ 3,311,950	\$ 4,409,813
Other	<u>7,822</u>	<u> </u>	<u>7,822</u>
	<u>\$ 1,105,685</u>	<u>\$ 3,311,950</u>	<u>\$ 4,417,635</u>
Expenditures			
Personnel	\$ 214,574	\$ 106,025	\$ 320,599
Fringe benefits	29,868	17,949	47,817
Travel	3,403	2,099	5,502
Occupancy	28,818	24,972	53,790
Direct program costs	794,872	3,132,651	3,927,523
Other costs	<u>34,150</u>	<u>28,254</u>	<u>62,404</u>
	<u>\$ 1,105,685</u>	<u>\$ 3,311,950</u>	<u>\$ 4,417,635</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 28, 2013**

	<u>Grant Period</u> <u>7/1/11 - 6/30/12</u>	<u>Grant Period</u> <u>7/1/12 - 6/30/13</u>	<u>Total</u>
Revenues			
Corporation for National Services	\$ <u>126,509</u>	\$ <u>271,545</u>	\$ <u>398,054</u>
Expenditures			
Personnel	\$ 85,160	\$ 148,129	\$ 233,289
Fringe benefits	-	20,186	20,186
Travel	38,265	70,987	109,252
Other costs	<u>3,605</u>	<u>32,243</u>	<u>35,848</u>
	\$ <u>127,030</u>	\$ <u>271,545</u>	\$ <u>398,575</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 28, 2013**

	<u>Grant Period</u> <u>1/1/12-12/31/12</u>	<u>Grant Period</u> <u>1/1/13-12/31/13</u>	<u>Total</u>
Revenues			
U.S. Department of Health and Human Services	\$ 3,036,096	\$ 667,179	\$ 3,703,275
In-Kind	<u>804,274</u>	<u>229,596</u>	<u>1,033,870</u>
	<u>\$ 3,840,370</u>	<u>\$ 896,775</u>	<u>\$ 4,737,145</u>
Expenditures			
Personnel	\$ 1,980,245	\$ 459,983	\$ 2,440,228
Fringe benefits	258,175	56,771	314,946
Travel	33,052	7,997	41,049
In-Kind	804,274	229,596	1,033,870
Other costs	<u>764,624</u>	<u>142,428</u>	<u>907,052</u>
	<u>\$ 3,840,370</u>	<u>\$ 896,775</u>	<u>\$ 4,737,145</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 28, 2013**

	<u>Grant Period</u> <u>7/1/11 - 6/30/12</u>	<u>Grant Period</u> <u>7/1/12 - 6/30/13</u>	<u>Total</u>
Revenues			
US Department of Health and Human Services:			
Title XX	\$ 151,892	\$ 406,704	\$ 558,596
Title III Part C	281,104	621,437	902,541
NH Department of Health and Human Services	116,706	106,238	222,944
Other	<u>206,406</u>	<u>417,423</u>	<u>623,829</u>
	<u>\$ 756,108</u>	<u>\$ 1,551,802</u>	<u>\$ 2,307,910</u>
Expenditures			
Personnel	\$ 351,629	\$ 742,874	\$ 1,094,503
Fringe benefits	32,493	78,811	111,304
Occupancy	54,196	107,062	161,258
Travel	43,720	86,507	130,227
Other costs	<u>260,020</u>	<u>513,086</u>	<u>773,106</u>
	<u>\$ 742,058</u>	<u>\$ 1,528,340</u>	<u>\$ 2,270,398</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2013**

	<u>Grant Period</u> <u>10/1/11-9/30/12</u>	<u>Grant Period</u> <u>10/1/12-9/30/13</u>	<u>Total</u>
Revenues	<u>\$ 888,072</u>	<u>\$ 987,837</u>	<u>\$ 1,875,909</u>
Expenditures			
Personnel	\$ 156,951	\$ 112,976	\$ 269,927
Fringe benefits	29,247	21,385	50,632
Travel	1,669	843	2,512
Occupancy	15,846	4,492	20,338
Other costs	<u>684,359</u>	<u>848,141</u>	<u>1,532,500</u>
	<u>\$ 888,072</u>	<u>\$ 987,837</u>	<u>\$ 1,875,909</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2013

	<u>Revenues</u>	<u>Expenses</u>
Tornado Relief Fund (018)	8,281	8,281
Twin River Community Corp (052 & 053)	27,326	44,185
Cottage Hotel (063 & 064)	24,530	12,141
Sandy Ledge (092 & 093)	10,597	19,509
Ozanam (103 & 104)	23,801	23,728
Senior Center Program (138)	169,798	16,731
Franklin Intergenerational (183 & 184)	63,888	45,912
Senior Companion Program - Non-Federal (222 & 223)	49,035	48,544
Senior Companion Program - State (232 & 233)	33,480	34,152
Franklin Community Services (292 & 293)	24,420	23,633
Head Start - Childcare (352 & 353)	1,056,899	1,091,218
Belknap County - WXN Program (374)	5,415	696
Lakes Region Family Center (382 & 383)	158,900	158,900
REIP (402)	162,587	162,587
Purchase Rehabilitation Project (426)	213,824	213,824
NH Modular Ramp (431 & 432)	76,599	67,982
National Grid Program (472)	174,532	189,571
New Hampshire Housing Guarantee Program (492 & 493)	188,308	198,732
Core Program (502 & 503)	550,420	668,709
NH Rotary (540)	2	-
Common Pantry (552 & 553)	1,227	54
Software Program - FAP/EAP (583)	-	6,098
Oral Health WIC (600)	4,463	-

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2013**

	<u>Revenues</u>	<u>Expenses</u>
Bedside Pilot Program (632)	1,674	1,674
Epsom Elderly Housing (642 & 643)	62,694	77,552
Belmont Housing (652 & 653)	67,442	69,442
Alton Housing (662 & 663)	52,757	52,240
Kearsarge Housing (672 & 673)	66,864	66,864
Riverside Housing (682 & 683)	76,569	76,569
Pembroke Housing (707 & 708)	54,127	54,127
Homeless Revolving Loan (728)	15,457	15,457
Area Centers (762 & 763)	265,554	344,107
Home Access Program (774)	2,981	2,981
THE FIXIT Program (832 & 833)	14,854	11,887
Loan Guarantee Program (847)	82,620	82,620
MC Loan Guarantee Program (848)	2,666	2,666
The Caring Fund (862 & 863)	6,976	4,294
Agency WIC & CSF (883)	5,515	225
Newbury Elderly Housing (884)	43,365	43,365
Housing Future (892)	20,000	20,000
Agency Account (911 & 980)	89,800	221,899
Agency Account FAP (922)	75,632	103,380
Agency Account SCP (931 & 932)	18,522	10,379
H/S Agency (942 & 943)	(49,635)	(16,111)
Agency FP/PN (963)	144	55
Saving Heat & Reducing Energy (970)	169,798	169,992
Agency Horseshoe Pond Place (993 & 994)	28,679	28,679

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2013**

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
018	Tornado Relief Fund		\$ 19,161
045	Supportive Housing Services		3,651
154	Merrimack County Service Link	93.778	3,090
163	Elder Services Program	93.045,93.667 (amount is not federal)	8,647
194	Electric Assistance Program		67,657
223	Senior Companion Program - Non-Federal		667
263	Rural Transportation Service	93.044	42,508
343	Head Start - USDA		10,531
372	Greater Lakes Child Advocacy		5,000
483	Public Health Network	93.069,93.283,93.268	6,421
493	NH Housing Guarantee Program		104,833
573	Fuel Assistance Program	93.568	356,905
593	Homeless Prevention		186,975
613	WIC		926
623	Commodity Supplemental Food Supply		1,199
713	Concord Area Transit		61,288
728	Homeless Revolving Loan Fund-Belknap County		46,527
729	Homeless Revolving Loan Fund-Merrimack County		8,179
733	Winnepesaukee Transit System		211
746	Community Crisis Fund		3,578
763	Area Center Program		1,476
803	Shelter Program		168
833	FixIt Program		49,918
847	Loan Guarantee Program		30
854	New Start Program		6,650
904	Community Services Block Grant	93.569	<u>73,828</u>
		TOTAL	<u>\$ 1,070,024</u>



Community Action Program Belknap-Merrimack Counties, Inc.



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

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

STATEMENT OF PURPOSE

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

CAPBMCI Statement of Purpose

ALTON Senior Center 875-7182 Prospect View Housing 875-3111	CONCORD Area Center 725-6880 Head Start 724-6482 Early Head Start 724-6482 Concord Area Shore-on-Woods 225-9992 Concord Area Transit 225-1089 Horseshoe Pond Place WCCBFP 225-2959 Workplace Success 723-2309	FRANKLIN Area Center 824-3444 Head Start 824-2161 Early Head Start 824-2161 Senior Center 824-4161 Riverside Housing 824-6348	LACONIA Area Center 824-6812 Head Start 826-6134 Early Head Start 826-6134 Senior Center 824-7889 Family Planning 824-6462 Payroll 824-6462 Whispering Willow Transit 824-3486 Workplace Success 824-4307	OSSEEP Family Planning 826-7852 Payroll 826-7852	SUNCOOK Area Center 885-7824 Senior Center 885-4254
BELMONT Senior Center 267-8887 Heritage Turn Housing 267-8881	KEARSARGE VALLEY Area Center 488-2287 Head Start 488-2286 North Stage Housing 488-3288	MEREDITH Area Center 779-8898 Senior Center 779-8831	PENBROKE Village of Pembroke Farms Housing 488-1842	TILTON Senior Center 827-4291	
BRADFORD Senior Center 818-2164	EPSON Meadow Brook Housing 736-4288		PITTSFIELD Senior Center 436-6462 Head Start 436-6618 Early Head Start 436-6611		



Community Action Program Belknap—Merrimack Counties, Inc.



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Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

Effective 12/2/13

BOARD OF DIRECTORS

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

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

ALTON
Senior Center 879-7102
President View Housing ... 879-3111

RR-1 MONT
Senior Center 267-6667
Heritage Terr. Housing.....287-8801

BRADFORD
Senior Center 936-2104

CONCORD
Area Center 226-6088
Head Start 224-6482
Early Head Start.....224-6482
Concord Area
Waste-on-Wheels 728-5083
Concord Area Transit 226-1889
Horseshoe Pond Place 226-6086
WPCB BHP 225-3996
Workplace Success 223-2388

EPSOM
Madison Brook Housing ... 736-4296

FRANKLIN
Area Center 834-3664
Head Start 834-2181
Early Head Start.....834-2181
Senior Center 834-4191
Riverside Housing 834-5369

KEARSARGE VALLEY
Area Center 486-7267
Head Start 486-2296
North Ridge Housing 486-1389

LACONIA
Area Center 534-6512
Head Start 528-8334
Early Head Start.....528-8334
Senior Center 534-7589
Family Planning 534-5453
Prenatal 534-5453
Whittemore/Towne Transp. 529-2499
Workplace Success 524-4387

MEREDITH
Area Center 279-4699
Senior Center 279-8631

OSSIPEE
Family Planning 539-7562
Prenatal 539-7552

PEMBROKE
Wings at Pembroke Farms
Housing 485-1842

PITTSFIELD
Senior Center 439-6482
Head Start 439-8978
Early Head Start 439-8911

SUNDOOK
Area Center 486-7824
Senior Center 486-4294

TILTON
Senior Center 527-4291

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

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

Name of Bureau/Section: Infectious Disease Prevention, Investigation, & Care Services Section

Janice Rowley	Clinical Coordinator	\$40,997	20.00%	
Susan Wnuk	Program Director	\$66,866	0.62%	
		\$0	0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				

Janice Rowley	Clinical Coordinator	\$40,997	20.00%	
Susan Wnuk	Program Director	\$66,866	0.62%	
		\$0	0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				

JANICE M. ROWLEY

EDUCATION

- 10/85-1/86 Nurse Practitioner Program of University of Pennsylvania School of Nursing, Planned Parenthood Federation of America and Family Planning Council of S.E. Pennsylvania Certificate Program
- 9/8/86 Certification-NAACOG Obstetric-Gynecologic Nurse Practitioner
- 1963-1966 Holy Cross School of Nursing
South Bend, Indiana — Diploma Program
- 1959-1963 St. Francis deSales High School
Chicago, Illinois — Diploma

EMPLOYMENT

- Family Planning Program, Community Action Program
Belknap-Merrimack Counties, Inc., Laconia, New Hampshire
- 1989-Present Clinical Coordinator — Responsible for all aspects of medical services, including provision of medical services, supervision of medical staff, program compliance and quality assurance. Oversees coordination of medical with other program components. Oversees operation of HIV and STD services.
- 1986-1989 Nurse Practitioner — Provide medical services under clinical guidelines.
- 1984-1985 Program Nurse
- Lakes Region General Hospital, Laconia, New Hampshire
1981-1986 Staff Nurse-Emergency Room
- Laconia Clinic, Laconia, New Hampshire
1973-1981 Supervisor of OB-GYN Department
- 1971-1972 Westminister School, Simsbury, Connecticut School Nurse
- 1970-1971 St. Vincent's Hospital, Bridgeport, Connecticut Staff Nurse-Med/Surg Floor
- 1969-1970 V.A. Hospital, San Francisco, California Staff Nurse-Med/Surg Floor
- 1969-1971 Camp Pinehurse, Raymond, Maine Camp Nurse
- 1968-1969 Munster Clinic, Highland, Indiana Assistant to G.P. — Allergist
- 1966-1967 St. Joseph's Hospital, South Bend, Indiana Charge Nurse-Med/Surg Floor

SUSAN M. WNUK

EXPERIENCE

1992 to
Present

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

Director, Community Health and Nutrition Services

- Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, and Concord Area Public Health Network
- Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations
- Fiscal management including budget preparation, monitoring, fundraising, and reports for \$1.6 million operating budget
- Oversee special grant projects including Lead Screening and Oral Health initiatives.
- Development and implementation of policies and procedures
- Oversee quality improvements plans for all program services
- Responsible for grant management and report preparation
- Represents agency on local Boards of Directors, Coalitions, and Partnerships

1991-1992

Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services

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

1989-1992

Director, Family Planning, STD Clinics and HIV counseling and Testing Services

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

1987-1989

Director, Family Planning and HIV Counseling and Testing Services

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

1986-1987

Family Planning Program Director

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

1980-1985

CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE

Social Worker – Social Services Department

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

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
Marketing Committee- Chair 2012-present
President 2011
Vice President 2010
Board of Directors 1999-2000
- New Hampshire WIC Directors Association - 1992-Present
Chairperson 2010-present
Secretary 2000-2008
- NWA Northeast Region Local Agency Section – NH Representative 2010-present
- 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 - 2009-2012
- 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
Chair - Healthy Foods Subcommittee

Government

- 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) 2005-2010 – Vice President 2009-2010
- Boys Indoor Soccer Team - Coach – 2008-2010

MA
5/10/12



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4502 1-800-852-3345 Ext. 4502
Fax: 603-271-4934 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

May 3, 2012 APPROVED BY _____
DATE 6/6/12
APPROVED G&C #75 _____
DATE _____
NOT APPROVED _____

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Section to enter into an agreement with the Community Action Program Belknap-Merrimack Counties Inc. (Vendor #177203-B003), 2 Industrial Drive, Concord, NH 03302 to provide targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral services, to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2014, in an amount not to exceed \$29,000. Funds are available in the following account for SFY 2013 and are anticipated to be available in SFY 2014 depending on the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/AIDS PREVENTION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Social Services Contract	90024000	\$14,500
SFY 2014	102-500734	Social Services Contract	90024000	\$14,500
			Total	\$29,000

EXPLANATION

Funds in this agreement will be used to provide targeted Human Immunodeficiency Virus and Hepatitis C Virus counseling, testing and referral into medical care for those who test positive for the virus. The target population for this service is individuals at increased risk of infection who are not receiving routine medical care. This agreement will support the recruitment and testing of a minimum of 50 high-risk individuals each year.

New Hampshire has experienced a relatively steady number of new Human Immunodeficiency Virus infections. Approximately 60 new cases are reported annually, with 40% of these cases subsequently receiving the more advanced diagnosis of Acquired Immune Deficiency Syndrome within one year of receiving an initial Human Immunodeficiency Virus positive result. This 40% are individuals who have had the virus for a longer period of time and did not know it. The goal of this targeted testing approach is to identify high-risk individuals who have the Human Immunodeficiency Virus and get them into medical care before their immune system is

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 3, 2012
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damaged to the point where they receive a Human Immunodeficiency Virus diagnosis. The federal Center for Disease Control and Prevention has documented that getting Human Immunodeficiency Virus infected individuals into medical care improves the individuals health outcome and decreases the likelihood of the individual transmitting the virus to others.

In New Hampshire, 1,264 individuals are documented as living with Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome as of December 2010. Demographically, people living with the infection in New Hampshire are 77% male, 23% female, with the age group of 45-49 accounting for the majority of cases. African-Americans, who account for 1% of the state's population, represent 12% of the Human Immunodeficiency Virus cases; and Hispanics, who account for 3% of the state's population, represent 11% of the Human Immunodeficiency Virus cases. In risk categories, men who have sex with men account for almost half of the cases (47%), followed by those exposed through heterosexual contact (18%) and injection drug users (16%). This data demonstrates the disproportionate affect of Human Immunodeficiency Virus infection on these communities, and justifies the need for targeted testing as a prevention strategy.

Should Governor and Executive Council not authorize this request, the infection rates within these communities will increase. Individuals infected with the virus will burden the healthcare system by showing up in emergency rooms; being diagnosed very late in their infection and have a much higher likelihood of transmitting the virus to others. This will create a higher burden of disease and greater public health threat in New Hampshire.

The Community Action Program Belknap-Merrimack Counties Inc. was selected for this project through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services web site from December 15, 2011 through January 3, 2012. In addition, a notification was sent to agencies that provide this type of service throughout the state, and a bidder's conference was held on December 21, 2011 to provide in-depth information to potential applicants.

Seven proposals were submitted in response to the Request for Proposals. Two Department of Health and Human Services and four external reviewers evaluated the seven proposals. The six reviewers were chosen because they have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include sexually transmitted disease and HIV prevention, laboratory analysis, family planning, medical care coordination and grants management. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the seven bidders. The reviewers scored each proposal individually, then came together as a group to discuss and reach consensus on each of the proposals. The reviewers recommended funding five of the seven proposals reviewed as they met the criteria put forth in the Request For Proposals. The two proposals the review committee did not recommend for funding have not been put forward. The Request for Proposals scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured agreement has an option to renew for two (2) additional years, contingent upon the satisfactory delivery of services, availability of funding, agreement of the parties and approval of the Governor and Council. This is the initial agreement with this Contractor for these services.

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

- Ninety percent of Human Immunodeficiency Virus test results will be returned to clients within 30 days of test date.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 3, 2012
Page 3

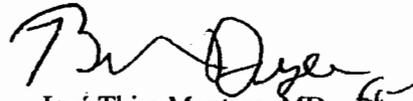
- Ninety five percent of newly identified, confirmed Human Immunodeficiency Virus positive test results will be returned to clients within 30 days of test date.
- Ninety five percent of newly identified, confirmed Human Immunodeficiency Virus positive cases referred to medical care will attend their first medical appointment within ninety days of test date.
- Ninety five percent of newly identified Hepatitis C Virus cases will have a documented referral into medical care at the time of diagnosis.

Area served: Merrimack County.

Source of Funds: 100% federal funds from the Centers for Disease Control and Prevention.

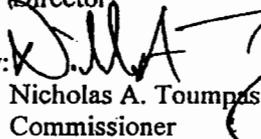
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

RL/rl

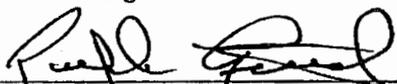
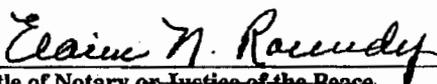
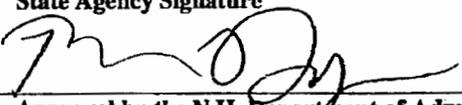
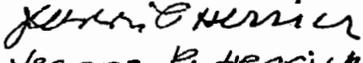
Subject: Targeted Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral

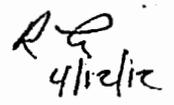
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Community Action Program, Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive Concord, NH 03302	
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number 010-090-5189-102-500734	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$29,000
1.9 Contracting Officer for State Agency Joan H. Ascheim, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield Executive Director	
1.13 Acknowledgement: State of <u>NH</u>, County of <u>Merrimack</u> 4/12/12 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 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 Joan H. Ascheim, 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 MAY 2012			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



NH Department of Health and Human Services

Exhibit A

Scope of Services

Targeted Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014

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

ADDRESS: 2 Industrial Park Drive
Concord, NH 03302

DIRECTOR: Ralph Littlefield
TELEPHONE: (603) 225-3295

The Contractor shall provide:

1. Targeted Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral in a non healthcare setting (Targeted HIV/HCV Testing)

General Provisions

The contractor shall:

1. Provide voluntary, confidential HIV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority populations identified to be at increased risk of HIV infection and who have engaged in unprotected anal and or vaginal intercourse and or shared needles in the past twelve months:
 - a. Sex and needle sharing partners of people living with HIV
 - b. Injection drug users.
2. Provide voluntary, confidential HCV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority population identified to be at increased risk of HCV infection and who have shared needles in the past twelve months:
 - a. Injection drug users who have shared needles in the past twelve months
3. Submit within thirty days of award and review on an annual basis, a recruitment plan detailing how the agency will access each of the priority populations listed in numbers one and two above.

Patient Follow-up

The contractor shall:

1. Notify the Division of Public Health Services (DPHS) of all HIV preliminary positive test results no later than 4 PM the next business day.
2. Assure the DPHS staff has access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and /or needle sharing partners.
3. Assist the DPHS staff in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the Centers

for Disease Control and Prevention Partner Services Guidelines. Information gathered will be provided to the DPHS no later than the next business day.

4. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HIV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HIV medical care provider.
5. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HCV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HCV medical care provider.
6. Submit within thirty days of award a document that captures the risk-screening process the agency will use to ensure services are being offered to the at risk populations as defined by the DPHS or supported by other funding sources.
7. Submit specimens being sent to the NH Public Health Laboratories within 72 hours of specimen collection.

Data Collection and Reporting

The contractor shall:

1. Comply with the DPHS security and confidentiality guidelines related to all protected health information.
2. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
3. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client supported by these funds.
4. Maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request.
5. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

Numbers Served

1. Targeted HIV/HCV Testing Services will be provided to a minimum of 50 individuals and a minimum of one newly diagnosed HIV case will be identified per year.

Performance Measures

Performance Measure #1

Goal: To ensure that clients who are tested for HIV receive their results within an appropriate timeframe.

Target: 90% of HIV test results performed on the target population will be returned to clients within 30 days of testing date.

Numerator- The number of HIV test results among the clients that fall within the target population that are returned within 30 days of the test date.

Denominator- The number of HIV tests performed on clients that fall within the target population

Performance Measure #2

Goal: To ensure that newly identified HIV positive cases receive their test results within an appropriate timeframe.

Measure: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 30 days of testing date.

Numerator- The number of newly identified, confirmed HIV positive, test results returned to clients within 30 days of the test date.

Denominator- The number of newly identified, confirmed HIV positive test results.

Performance Measure #3

Goal: To ensure that newly identified HIV positive cases receive timely access to appropriate medical care services.

Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 90 days of receiving a positive test result

Numerator- The number of newly identified HIV positive cases referred to medical care that attend their first medical appointment within 90 days of receiving a positive test result.

Denominator- The number of newly identified HIV positive cases.

Performance Measure #4

Goal: To ensure that newly identified HCV cases receive timely referral to appropriate medical care services.

Target: 95% of newly identified HCV cases will have a documented referral to medical care at the time of diagnosis.

Numerator- The number of newly identified HCV positive cases that are referred to medical care at the time of diagnosis.

Denominator- The number of newly identified HCV positive cases.

Cultural and linguistically Appropriate Standards of Care

DPHS 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, DPHS expects the Contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of minimal English skills with interpretation services. Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.
4. The contractor shall maintain a program policy that sets forth compliance with title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing the service (e.g. trained interpreter, staff person who speaks the language of the client, use of the language line)

State and Federal Laws

The contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities. The contractor shall:

1. Report all cases of communicable diseases according to RSA 141-C and Hep 301 on the proper forms as supplied by the DPHS Infectious Disease Surveillance Section.
2. Assure that all employees comply with the reporting requirements of RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Assure compliance with RSA 318:42 regarding dispensing of medications in public health clinics and compliance with RSA-318 relative to the dispensing of non-controlled drugs by an ARNP or registered nurse.
4. Assure compliance with all Clinical Laboratory Improvement Act (CLIA) and RSA 141.F.
5. Comply with the CDC's "Content of AIDS Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in CDC Assistance Program" January, 1991, and RSA 141-F. All materials developed or purchased must be reviewed or approved by the STD/HIV Prevention Section and the NH HIV Materials Review Committee. Compliance with RSA 141-F, "Any materials, courses, and programs distributed, developed, or provided shall stress that abstinence or a monogamous relationship and avoiding drugs are the most effective ways to prevent contracting the Human Immunodeficiency Virus."

Publications Funded Under Contract

1. The DPHS and/or its funders will retain copyright ownership for any and all original materials produced with DHHS contract funding, including, but not limited to; brochures, resource directories, websites, protocols or guidelines, posters and/or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

Staffing

1. Vacancies – If any positions essential to carrying out the scope of services become vacant the Contractor shall notify DPHS within 10 days. The contractor should keep the section informed with regard to the search for filling all essential position.
2. New Hires - The Contractor shall notify the DPHS prior to the filling any vacant positions essential to carrying out this scope of service. A resume of the employee shall accompany this notification.
3. Subcontractors – DPHS shall pre- approve all subcontracts initiated by the contractor to enable completion of the work outlined in this contract. The contractor shall submit the entire text of the agreement for review prior to the planned initiation of the agreement. Subcontractors may not begin work until approval of the agreement has been granted to the contractor. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this exhibit.
4. Staff Evaluation – The contractor will conduct evaluation of all medical and counseling staff annually, results of these evaluations shall be made available upon request.

Meetings and Trainings

1. All staff conducting HIV Counseling, Testing and Referral shall attend the three-day Fundamentals of HIV Prevention Counseling course.
2. The contractor shall send the designated point of contact from each funded site or designee to meetings and training required, including, but not limited to: semi-annual meetings and scheduled trainings.

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NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Targeted Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014

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

ADDRESS: 2 Industrial Park Drive
Concord, NH 03302

DIRECTOR: Ralph Littlefield
TELEPHONE: (603) 225-3295

Vendor #177203-B003

Job #90024000

Appropriation #010-090-51890000-102-50734

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:

\$29,000 for Targeted Human Immunodeficiency Virus/Hepatitis C Virus Counseling, Testing and Referral funded from 100% federal funds, from the Centers for Disease Control (CDC) CFDA #93.940

TOTAL: \$29,000

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. 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.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

Contractor Initials: 

Date: 4/12/12

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

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

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

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

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

X 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).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept the insurance provided by contractor in the amount of \$1 million per incident.

17. **Renewal:**

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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.