

Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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August 18, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend existing agreements with the vendors listed below by increasing the price limitation by \$66,451 from \$13,205,552 to \$13,272,003 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, effective date of Governor and Executive Council approval with no change to the completion date of June 30, 2017. Governor and Executive Council approved the original request on May 13, 2013 (item #47, 48, 49), amended on June 18, 2014 (item #89), and amended on April 8, 2015 (item #25). 100% Federal Funds.

Vendor	Location	Current Modified Budget	Total Increase	Revised Modified Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	\$3,928,128	\$18,685	\$3,946,813
Goodwin Community Health	Somersworth, NH	\$1,901,824	\$4,827	\$1,906,651
Southern New Hampshire Services, Inc.	Manchester, NH	\$6,010,130	\$22,409	\$6,032,539
Southwestern Community Services, Inc.	Keene, NH	\$1,365,470	\$20,530	\$1,386,000
Total:		\$13,205,552	\$66,451	\$13,272,003

Funds to support this request are available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017, pending legislative approval of the next biennial budget, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified, without further approval from the Governor and Executive Council.

EXPLANATION

The purpose of these amendments is to increase the price limitation, which will enable the agencies identified above to develop the necessary infrastructure needed for the continuation of statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

EXPLANATION

The purpose of this amendment is to increase the price limitation to provide statewide food and nutrition education to low income women, children and seniors as well as to provide resources, support, and information to increase public awareness of the benefits of breastfeeding for mothers and infants.

The Women, Infants and Children Program and the Commodity Supplemental Food Program have shown to be cost effective in improving the health and nutritional status of low income women, infants, children and seniors. National studies have shown that individuals who participate in the supplemental food programs have lower Medicaid costs for themselves and their children. Participation has also been linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and more regular medical care.

Federal regulations require that the Women, Infants and Children Program be provided statewide in order to reduce the barriers to receiving services.

Should the Governor and Executive Council not approve this request, women, infants, children and seniors may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

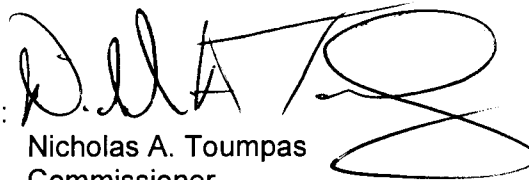
In the event that the Federal Funds become no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Marcella Jordan Bobinsky
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, WIC SUPPLEMENTAL NUTRITION PRG
100% Federal Funds

Community Action Program of Belknap and Merrimack Counties, Inc

Vendor #

177203 B003

PO # 1060585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	380,450.00	-	380,450.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	199,694.00	-	199,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	40,087.00	-	40,087.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	56,761.00	-	56,761.00
		Sub-Total		992,453.00	-	992,453.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	382,296.00	-	382,296.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	189,817.00	-	189,817.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	36,730.00	-	36,730.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	56,561.00	-	56,561.00
		Sub-Total		980,865.00	-	980,865.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	43,530.00	-	43,530.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	35,787.00	-	35,787.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	393,936.00	-	393,936.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	224,349.00	-	224,349.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	187,773.00	-	187,773.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	36,730.00	-	36,730.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	56,800.00	2,000.00	58,800.00
		Sub-Total		978,905.00	2,000.00	980,905.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	43,530.00	-	43,530.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	35,787.00	-	35,787.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	393,936.00	-	393,936.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	224,349.00	-	224,349.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	184,773.00	-	184,773.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	36,730.00	-	36,730.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	56,800.00	2,000.00	58,800.00
		Sub-Total		975,905.00	2,000.00	977,905.00
WIC Total:				3,928,128.00	4,000.00	3,932,128.00

FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	252,288.00	-	252,288.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	24,119.00	-	24,119.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	30,718.00	-	30,718.00
		Sub-Total		461,983.00	-	461,983.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	252,732.00	-	252,732.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	23,545.00	-	23,545.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	32,418.00	-	32,418.00
		Sub-Total		463,553.00	-	463,553.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	50,731.00	-	50,731.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	14,543.00	-	14,543.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	282,023.00	-	282,023.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	75,463.00	-	75,463.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	23,545.00	-	23,545.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	35,880.00	2,000.00	37,880.00
		Sub-Total		488,144.00	2,000.00	490,144.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	50,731.00	-	50,731.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	14,543.00	-	14,543.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	282,023.00	-	282,023.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	75,463.00	-	75,463.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	23,545.00	-	23,545.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	35,880.00	2,000.00	37,880.00
		Sub-Total		488,144.00	2,000.00	490,144.00
		WIC Total:		1,901,824.00	4,000.00	1,905,824.00

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

Southern New Hampshire Services, Inc

Vendor #

177198 B006

PO #

1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	641,900.00	-	641,900.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	203,282.00	-	203,282.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	61,694.00	-	61,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	100,968.00	-	100,968.00
		Sub-Total		1,532,558.00	-	1,532,558.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	645,111.00	-	645,111.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	175,336.00		175,336.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	58,929.00		58,929.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	104,168.00		104,168.00
		Sub-Total		1,508,258.00	-	1,508,258.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	209,727.00		209,727.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	67,733.00		67,733.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	630,698.00		630,698.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	257,642.00		257,642.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	165,589.00		165,589.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	58,929.00		58,929.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	101,534.00	2,000.00	103,534.00
		Sub-Total		1,491,852.00	2,000.00	1,493,852.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	209,727.00		209,727.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	67,733.00		67,733.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	630,698.00		630,698.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	257,642.00		257,642.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	151,199.00		151,199.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	58,929.00		58,929.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	101,534.00	2,000.00	103,534.00
		Sub-Total		1,477,462.00	2,000.00	1,479,462.00
		WIC Total:		6,010,130.00	4,000.00	6,014,130.00

FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

Southwestern Community Services, Vendor #

Vendor #

177511 R001

PO #

1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	169,615.00	-	169,615.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	15,912.00	-	15,912.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	22,763.00	-	22,763.00
		Sub-Total		329,062.00	-	329,062.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	171,317.00	-	171,317.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	15,338.00		15,338.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	36,563.00		36,563.00
		Sub-Total		343,990.00	-	343,990.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	42,283.00		42,283.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	8,034.00		8,034.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	188,057.00		188,057.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	59,184.00		59,184.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	4,961.00		4,961.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	15,338.00		15,338.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	30,352.00	2,000.00	32,352.00
		Sub-Total		348,209.00	2,000.00	350,209.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	42,283.00		42,283.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	8,034.00		8,034.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	188,057.00		188,057.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	59,184.00		59,184.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	4,961.00		4,961.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	15,338.00		15,338.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	26,352.00	2,000.00	28,352.00
		Sub-Total		344,209.00	2,000.00	346,209.00
		WIC Total:		1,365,470.00	4,000.00	1,369,470.00
		Total WIC for All Agencies:		13,205,552.00	16,000.00	13,221,552.00

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

**05-95-90-902010-6048 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC INFRASTRUCTURE
100% Federal Funds**

Community Action Program of Belknap and Merrimack Counties, Inc

Vendor #

177203 B003

PO # 1060585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2016	102-500734	Contracts for Prog Svc	90006060	-	10,828.00	10,828.00
		Sub-Total		-	10,828.00	10,828.00
SFY 2017	102-500734	Contracts for Prog Svc	90006060	-	3,857.00	3,857.00
		Sub-Total		-	3,857.00	3,857.00
Infrastructure Total:				-	14,685.00	14,685.00

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2016	102-500734	Contracts for Prog Svc	90006060	-	827.00	827.00
		Sub-Total		-	827.00	827.00
SFY 2017	102-500734	Contracts for Prog Svc	90006060	-	-	-
		Sub-Total		-	-	-
Infrastructure Total:				-	827.00	827.00

Southern New Hampshire Services, Inc

Vendor #

177198 B006

PO #

1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2016	102-500734	Contracts for Prog Svc	90006060	-	14,552.00	14,552.00
		Sub-Total		-	14,552.00	14,552.00
SFY 2017	102-500734	Contracts for Prog Svc	90006060	-	3,857.00	3,857.00
		Sub-Total		-	3,857.00	3,857.00
Infrastructure Total:				-	18,409.00	18,409.00

Southwestern Community Services, Vendor #

Vendor #

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PO #

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Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2016	102-500734	Contracts for Prog Svc	90006060	-	-	-
		Sub-Total		-	-	-
SFY 2017	102-500734	Contracts for Prog Svc	90006060	-	16,530.00	16,530.00
		Sub-Total		-	16,530.00	16,530.00
Infrastructure Total:				-	16,530.00	16,530.00
Total Infrastructure for ALL Agencies				-	50,451.00	50,451.00

FISCAL DETAILS SUMMARY CHANGES FOR ALL FUNDING SOURCES

Fiscal Year	Class / Account	Class Title	Appropriation Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102-500734	Contracts for Prog Svc	05-95-90-902010-5260	3,316,056.00	0	3,316,056.00
2015	102-500734	Contracts for Prog Svc	05-95-90-902010-5260	3,296,666.00	0	3,296,666.00

FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

2016	102-500734	Contracts for Prog Svc	05-95-90-902010-5260	3,307,110.00	8,000	3,315,110.00
2017	102-500734	Contracts for Prog Svc	05-95-90-902010-5260	3,285,720.00	8,000	3,293,720.00
2016	102-500734	Contracts for Prog Svc	05-95-90-902010-6048	-	26,207	26,207.00
2017	102-500734	Contracts for Prog Svc	05-95-90-902010-6048	-	24,244	24,244.00
Contract Total				13,205,552.00	66,451.00	13,272,003.00



**New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling
Programs**

This 3rd Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #3") dated this, July 27, 2015 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 of Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, PO Box 1016, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #48), amended June 18, 2014 (item #89) and amended April 8, 2015 (item #25), 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 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$3,946,813
2. Standard Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Paragraph 1, to read:
This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Health and Human Services, U.S. Department of Agriculture, Food and Nutrition Service, Supplemental Nutrition Program for Women, Infants, and Children and #10.565 U.S. Department of Health and Human Services, U.S. Department of Agriculture, Community Supplemental Food Program in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. 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 SFY 2015 (Exhibit B-1, Amendment #2) and SFY 2016 and SFY 2017 budgets (Exhibits B-1, Amendment #3)
4. Delete Exhibit B-1, Amendment #2, SFY 2016 and SFY 2017 and replace with Exhibit B-1, Amendment #3, SFY 2016 and SFY 2017

Amendment #1

Page 1 of 3

Community Action Program of Belknap-Merrimack Counties, Inc.

R-2
8/11/15



**New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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,

8/26/15
Date

State of New Hampshire
Department of Health and Human Services

Brook S. Dyer
NAME Brook S. Dyer
TITLE Bureau Chief

Community Action Program
Belknap-Merrimack Counties, Inc.

8/11/2015
Date

Ralph Littlefield
NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 8/11/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

RD
8/16/15

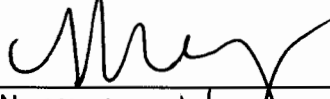


**New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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

OFFICE OF THE ATTORNEY GENERAL

Date 9/13/15


Name: _____
Title: 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: _____

R-Q
8/11/15

Appendix C

5260

Exhibit B-1, Amendment #3, SFY 2016

New Hampshire Department of Health and Human Services

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

WIC, Commodity Supplemental Food Program and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 546,501.00	\$ 26,259.00	\$ 572,760.00	
2. Employee Benefits	\$ 161,393.00	\$ 5,496.00	\$ 166,889.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,900.00	\$ -	\$ 1,900.00	
Purchase/Depreciation	\$ 400.00	\$ -	\$ 400.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ 5,040.00	\$ -	\$ 5,040.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,810.00	\$ -	\$ 2,810.00	
Office	\$ 24,065.00	\$ 1,125.00	\$ 25,190.00	
6. Travel	\$ 41,680.00		\$ 41,680.00	
NSA for NWA Travel	\$ 2,000.00		\$ 2,000.00	
7. Occupancy	\$ 113,285.00	\$ 5,346.00	\$ 118,631.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,055.00	\$ 2,445.00	\$ 11,500.00	
Postage	\$ 8,640.00	\$ 1,410.00	\$ 10,050.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 2,380.00	\$ -	\$ 2,380.00	
Insurance	\$ 10,503.00	\$ 1,452.00	\$ 11,955.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 725.00	\$ -	\$ 725.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,450.00	\$ -	\$ 1,450.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 2,800.00	\$ 495.00	\$ 3,295.00	
Mobile Internet Services	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	
Infrastructure Funds	\$ 10,828.00	\$ -	\$ 10,828.00	
	\$ -	\$ -	\$ -	
TOTAL	\$ 946,705.00	\$ 45,028.00	\$ 991,733.00	

Indirect As A Percent of Direct

4.8%

Contractor Initials: AR

Date: 8/11/13

Appendix C

Exhibit B-1, Amendment #3, SFY 2017

New Hampshire Department of Health and Human Services

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

WIC, Commodity Supplemental Food Program and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 543,501.00	\$ 26,259.00	\$ 569,760.00	
2. Employee Benefits	\$ 161,393.00	\$ 5,496.00	\$ 166,889.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,900.00	\$ -	\$ 1,900.00	
Purchase/Depreciation	\$ 400.00	\$ -	\$ 400.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ 5,040.00	\$ -	\$ 5,040.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,810.00	\$ -	\$ 2,810.00	
Office	\$ 24,065.00	\$ 1,125.00	\$ 25,190.00	
6. Travel	\$ 41,680.00		\$ 41,680.00	
NSA for NWA Travel	\$ 2,000.00		\$ 2,000.00	
7. Occupancy	\$ 113,285.00	\$ 5,346.00	\$ 118,631.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,055.00	\$ 2,445.00	\$ 11,500.00	
Postage	\$ 8,640.00	\$ 1,410.00	\$ 10,050.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 2,380.00	\$ -	\$ 2,380.00	
Insurance	\$ 10,503.00	\$ 1,452.00	\$ 11,955.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 725.00	\$ -	\$ 725.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,450.00	\$ -	\$ 1,450.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 2,800.00	\$ 495.00	\$ 3,295.00	
Mobile Internet Services	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	
Infrastructure Funds	\$ 3,857.00	\$ -	\$ 3,857.00	
	\$ -	\$ -	\$ -	
TOTAL	\$ 936,734.00	\$ 45,028.00	\$ 981,762.00	

Indirect As A Percent of Direct

4.8%

Contractor Initials: 

Date: 3/14/15

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 3rd day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

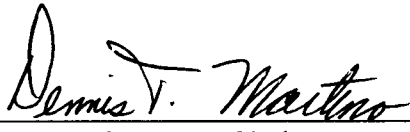
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar 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 12/18/2014, such authority to be in force and effect until 6/30/2017 (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 11th day of August, 20 15.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 11th day of August, 20 15, 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:

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

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 18, 2014, and has not been amended or revoked and remains in effect as of the date listed below.

8/11/2015

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2015

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com																						
INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Arch Ins Co</td><td>11150</td></tr><tr><td>INSURER B</td><td>QBE Insurance Corp</td><td>39217</td></tr><tr><td>INSURER C</td><td>Hanover Ins Group</td><td></td></tr><tr><td>INSURER D</td><td>N.H.M.M. JUA</td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Arch Ins Co	11150	INSURER B	QBE Insurance Corp	39217	INSURER C	Hanover Ins Group		INSURER D	N.H.M.M. JUA		INSURER E			INSURER F		
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INSURER E																								
INSURER F																								

COVERAGES **CERTIFICATE NUMBER:** 14-15 All w/ prof **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		NCPKG0226602	6/17/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Directors & Officers \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC		NFP0086654- (D&O)	4/1/2015	4/1/2016	
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		NCAUT0226602	6/17/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		NCFXS0226600	6/17/2014	10/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	QWC3000372 (3a.) NH All officers included	6/17/2014 6/17/2015	6/17/2015 6/17/2016	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Blanket Crime		BDV1945863	3/27/2015	3/27/2016	Limit 500,000
D	Professional		NHJUA11882	12/30/2014	12/30/2015	Limit 1,000,000

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

CERTIFICATE HOLDERNH Dept of Health & Human
Services
129 Pleasant Street
Concord, NH 03301**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Laura Perrin/JSC



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



February 17, 2015

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

G&C Approved

Date 4/8/15
Item # 25

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise renewal options and amend four contracts with vendors by increasing the Price Limitation by \$6,555,737 from \$6,649,815 to \$13,205,552 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval, and extend the Completion Date from June 30, 2015 to June 30, 2017, effective the date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 47, 48, 49, and June 5, 2013, Item number 95, and amended June 18, 2014, Item #89. 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	Vendor Location	Current Modified Budget	Total Increase	Revised Modified Budget
Community Action Program of Belknap and Merrimack Counties, Inc	Concord, NH	1,984,552	1,943,576	3,928,128
Goodwin Community Health	Somersworth, NH	924,110	977,714	1,901,824
Southern New Hampshire Services, Inc	Manchester, NH	3,069,527	2,940,603	6,010,130
Southwestern Community Services, Inc	Keene, NH	671,626	693,844	1,365,470
TOTAL		\$6,649,815	\$6,555,737	\$13,205,552

Funds to support this request are anticipated to be available in SFY 2016 and SFY 2017 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

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

See attachment for financial details

EXPLANATION

This requested action seeks approval of four agreements that represent \$6,555,737 to be spent statewide to continue to provide direct nutrition services monthly to low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

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

As referenced in the original Governor and Council letters and in the Exhibit Cs, these competitively procured Agreements have 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.

Contracts were awarded to these four vendors through a competitive bid process. The bid scoring summary is attached.

The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout each fiscal year;
- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;

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

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

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

As referenced in the original Governor and Council letters and in the Request for Proposals, these competitively procured Agreements have 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.

Contracts were awarded to these four vendors through a competitive bid process. The bid scoring summary is attached.

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- Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout each fiscal year;
- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;

- Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months;
- Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program; and
- Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

Area to be served is statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

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

100% Federal Funds

Community Action Program of Belknap and Merrimack Counties, Inc Vendor # 177203 B003 PO # 1060585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	380,450.00	-	380,450.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	199,694.00	-	199,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	40,087.00	-	40,087.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	56,761.00	-	56,761.00
			Sub-Total	992,453.00	-	992,453.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	382,296.00	-	382,296.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	199,694.00	(9,877.00)	189,817.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	40,087.00	(3,357.00)	36,730.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	54,561.00	2,000.00	56,561.00
			Sub-Total	992,099.00	(11,234.00)	980,865.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	187,773.00	187,773.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	978,905.00	978,905.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	184,773.00	184,773.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	975,905.00	975,905.00
			Sub-Total	1,984,552.00	1,943,576.00	3,928,128.00

NANCIAL DETAIL ATTACHMENT SHE
WIC Local Agency Amendments

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	252,288.00	-	252,288.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	24,119.00	-	24,119.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	30,718.00	-	30,718.00
			Sub-Total	461,983.00	-	461,983.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	252,732.00	-	252,732.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	24,119.00	(574.00)	23,545.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	30,418.00	2,000.00	32,418.00
			Sub-Total	462,127.00	1,426.00	463,553.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	5,959.00	5,959.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	5,959.00	5,959.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
			Sub-Total	924,110.00	977,714.00	1,901,824.00

FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

Southern New Hampshire Services, Inc

Vendor # 177198 B006

PO #

1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	641,900.00	-	641,900.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	203,282.00	-	203,282.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	61,694.00	-	61,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	100,968.00	-	100,968.00
			Sub-Total	1,532,558.00	-	1,532,558.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	645,111.00	-	645,111.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	203,282.00	(27,946.00)	175,336.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	61,694.00	(2,765.00)	58,929.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	102,168.00	2,000.00	104,168.00
			Sub-Total	1,536,969.00	(28,711.00)	1,508,258.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	165,589.00	165,589.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,491,852.00	1,491,852.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	151,199.00	151,199.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,477,462.00	1,477,462.00
			Sub-Total	3,069,527.00	2,940,603.00	6,010,130.00

FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

Southwestern Community Services, Vendor #

Vendor # 177511 R001

PO #

1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	169,615.00	-	169,615.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	15,912.00	-	15,912.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	22,763.00	-	22,763.00
			Sub-Total	329,062.00	-	329,062.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	171,317.00	-	171,317.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	15,912.00	(574.00)	15,338.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	34,563.00	2,000.00	36,563.00
			Sub-Total	342,564.00	1,426.00	343,990.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	4,961.00	4,961.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	30,352.00	30,352.00
			Sub-Total	-	348,209.00	348,209.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	4,961.00	4,961.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	26,352.00	26,352.00
			Sub-Total	-	344,209.00	344,209.00
			Sub-Total	671,626.00	693,844.00	1,365,470.00
			Total	6,649,815.00	6,555,737.00	13,205,552.00

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

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

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

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



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 2nd Amendment to the Community Action Program of Belknap and Merrimack Counties, Inc., contract (hereinafter referred to as "Amendment Two") dated this 9th day of February, 2015, 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 of Belknap and Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 2 Industrial Park Drive, PO Box 1016, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, Item #48, and amended on June 18, 2014, Item #89, 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 parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$3,928,128

3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

- Exhibit B-1 (SFY 2015) Amendment #2 Budget
- Exhibit B-1 (SFY 2016) Amendment #2 Budget
- Exhibit B-1 (SFY 2017) Amendment #2 Budget

6. Delete Exhibit C and replace with Exhibit C Amendment #1

New Hampshire Department of Health and Human Services



7. Add Exhibit C-1 Revisions to General Provisions

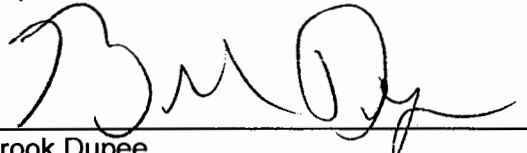
8. Delete Exhibit G and replace with Exhibit G Amendment #1

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

2/23/15
Date


Brook Dupee
Bureau Chief

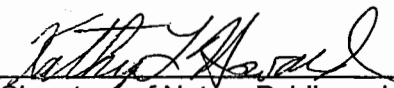
Community Action Program of Belknap and
Merrimack Counties, Inc.

2/12/15
Date


Name: Ralph Littlefield
Title: Executive Director

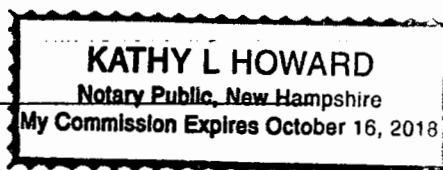
Acknowledgement:

State of New Hampshire, County of Merrimack on 2/12/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

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

My Commission Expires:



Contractor Initials: RL
Date: 2/12/15

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 3/16/15

Name: Megan A. [Signature]
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit A – Amendment 2

SCOPE OF SERVICES

1. Project Description

Community Action Program of Belknap and Merrimack Counties, Inc., will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs (BFPC).

2. Required Activities

2.1. The Contractor shall:

- 2.1.1. Provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to (4303) participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.2. Provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to (1,874) (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.3. Ensure the Contractor's WIC Director attends the national education conference sponsored by the National WIC Association in May 2015.
- 2.1.4. ~~Adhere to all rules promulgated by the U.S. Department of Agriculture~~ (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire WIC and CSFP State Plans, Policy and Procedure Manual, and the NH Administrative Rules.
- 2.1.5. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all program materials.
- 2.1.6. Be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
- 2.1.7. The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants. The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
- 2.1.8. The Contractor shall make referrals to Medicaid and the Food Stamp Program, and shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.1.9. The Contractor shall make nutrition education available to each WIC Program participant according to individual needs.
- 2.1.10. The Contractor shall be responsible for issuing food benefits in compliance with the Policy and Procedure Manual.



Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
- 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
- 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
- 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
- 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
- 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.

2.2. CSFP Warehouse Responsibilities

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

AR
Date 2/12/15



Exhibit A – Amendment 2

- 2.2.6. The Contractor agrees to promptly pay such reasonable service charges as are assessed by USDA, the State, or private shippers to cover storage, processing, handling and delivery costs for which they are responsible. All funds accruing from the sale of containers, salvage of commodities, reimbursement from insurance, or recoveries from loss or damage claims shall be used to either replace lost food, reimburse the U.S. Department of Agriculture, or used for allowable program costs of the State commodity program in accordance with applicable Federal regulations and instructions, and according to the direction and approval of the State.
- 2.2.7. Shortages in or damages to commodities received from USDA must be immediately reported to the State if the amount exceeds 5% of the total shipment. All other loss and damage to commodities or complaints shall be reported at least monthly to the State. Upon an event creating a claim in favor of the Contractor from loss or damage of commodities caused by warehouse staff, a carrier or other person, the Contractor shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the State.
- 2.2.8. The Contractor assures the State that in its administration of Food Distribution Programs, it will comply with all requirements imposed by or pursuant to Part 15, Subpart A of Title 7, CFR, of the regulations of the US Department of Agriculture including amendments thereto after the date of this agreement. Federal food assistance is extended in reliance on the representations made herein.
- ~~2.2.9. The State reserves the right to discontinue immediately further shipments of~~
United States Department of Agriculture donated foods to a Contractor who fails to comply with the general intents and purposes set forth in this agreement or any instructions issued pursuant thereto.
- 2.3. WIC & CSFP Administrative Responsibilities
- 2.3.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 2.3.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 2.3.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 2.3.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 2.3.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

RZ
Date 2/12/15



Exhibit A – Amendment 2

- 2.3.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
- 2.3.7. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the State.
- 2.3.8. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.3.9. Comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
- 2.3.10. Notify the State about planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.3.11. Conduct special projects as appropriate funding is received.
- 2.3.12. Complete and submit a quarterly time study of all WIC/CSFP/BFPC staff utilizing forms and instructions provided by the State Agency.
- 2.3.13. Submit a report on their progress towards meeting performance measures and a final report on the overall program goals and objectives at the end of the two-year contract period.

2.4. BFPC Responsibilities

- 2.4.1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program, provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
- 2.4.2. Adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire WIC State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
- 2.4.3. Administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
- 2.4.4. Assure adequate program support from local management. The appropriate definition of a peer counselor shall be:
 - 2.4.4.1. Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
 - 2.4.4.2. Paraprofessionals must provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.4.4.3. Must be recruited and hired from the target population.
 - 2.4.4.4. Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.4.5. Have a designated breastfeeding peer counseling program manager or coordinator at the local level.
- 2.4.6. Have defined job parameters and job descriptions for peer counselors.
- 2.4.7. Provide adequate compensation and reimbursement of peer counselors.

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2/12/15



Exhibit A – Amendment 2

- 2.4.8. Assure training of local peer counseling management and clinic staff includes use of: *"Loving Support Through Peer Counseling"* curriculum and presentations.
- 2.4.9. Adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.4.10. Assure adequate supervision and monitoring of peer counselors.
- 2.4.11. Establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 2.4.12. Assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, ~~the Contractor must submit a detailed description of the language assistance~~ services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3.2. Reporting Requirements

- 3.2.1. Submit quarterly programmatic reports to the DHHS;
- 3.2.2. Submit annual programmatic reports to the DHHS; and
- 3.2.3. Submit monthly invoices to the DHHS for services provided.

4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 4.1.1. Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout the fiscal year;
 - 4.1.2. Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
 - 4.1.3. Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;
 - 4.1.4. Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months; and
 - 4.1.5. Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program.
- 4.2. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

ER

2/12/15



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:

- a. \$1,510,804 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$754,402 in SFY 2016 and \$754,402 in SFY 17.
- b. \$70,103 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$3,357) in SFY 2015, \$36,730 in SFY 2016 and \$36,730 in SFY 17.
- c. \$362,669 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734, (\$9,877) in SFY 2015, \$187,773 in SFY 2016 and \$184,773 in SFY 17.

\$1,943,576 Total

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. 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 SFY 2015, SFY 2016 and SFY 2017 budgets (Exhibits B-1 Amendments #2). 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.

RA

Date *2/12/15*



Exhibit B Amendment #1

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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2/12/15

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Community Action Program of Belknap and

Bidder/Contractor Name: Merrimack Counties, Inc

WIC, Commodity Supplemental Food and

Budget Request for: Breastfeeding Peer Counseling Program

(Name of RFP)

Budget Period: SFY 2015

Line Item	Contract Budget	Increase (Decrease)	Revised Budget	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ (6,599.00)	\$ -	\$ (6,599.00)	
2. Employee Benefits	\$ (1,555.00)	\$ -	\$ (1,555.00)	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ (504.00)	\$ -	\$ (504.00)	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ (795.00)	\$ -	\$ (795.00)	
6. Travel	\$ (526.00)	\$ -	\$ (526.00)	
7. Occupancy	\$ (2,697.00)	\$ -	\$ (2,697.00)	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ (18.00)	\$ -	\$ (18.00)	
Insurance	\$ (272.00)	\$ -	\$ (272.00)	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 150.00	\$ -	\$ 150.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ (418.00)	\$ -	\$ (418.00)	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ (11,234.00)	\$ -	\$ (11,234.00)	

Exhibit B-1 (SFY 2015) Amendment #2 Budget

Contractor Initials: RE

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Community Action Program of Belknap and

Bidder/Contractor Name: Merrimack Counties, Inc

WIC, Commodity Supplemental Food and

Budget Request for: Breastfeeding Peer Counseling Program

(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 546,501.00	\$ 26,259.00	\$ 572,760.00	
2. Employee Benefits	\$ 161,393.00	\$ 5,496.00	\$ 166,889.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,900.00	\$ -	\$ 1,900.00	
Purchase/Depreciation	\$ 400.00	\$ -	\$ 400.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ 5,040.00	\$ -	\$ 5,040.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,810.00	\$ -	\$ 2,810.00	
Office	\$ 24,065.00	\$ 1,125.00	\$ 25,190.00	
6. Travel	\$ 41,680.00	\$ -	\$ 41,680.00	
7. Occupancy	\$ 113,285.00	\$ 5,346.00	\$ 118,631.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,055.00	\$ 2,445.00	\$ 11,500.00	
Postage	\$ 8,640.00	\$ 1,410.00	\$ 10,050.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 2,380.00	\$ -	\$ 2,380.00	
Insurance	\$ 10,503.00	\$ 1,452.00	\$ 11,955.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 725.00	\$ -	\$ 725.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,450.00	\$ -	\$ 1,450.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 2,800.00	\$ 495.00	\$ 3,295.00	
Mobile Internet Services	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 933,877.00	\$ 45,028.00	\$ 978,905.00	

Indirect As A Percent of Direct

4.8%

Exhibit B-1 (SFY 2016) Amendment #2 Budget

Contractor Initials: R-L

CH/DHHS/011414

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Date: 2/12/15

For DHHS use only

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Community Action Program of Belknap and

Bidder/Contractor Name: Merrimack Counties, Inc

WIC, Commodity Supplemental Food and

Budget Request for: Breastfeeding Peer Counseling Program

(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 543,501.00	\$ 26,259.00	\$ 569,760.00	
2. Employee Benefits	\$ 161,393.00	\$ 5,496.00	\$ 166,889.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,900.00	\$ -	\$ 1,900.00	
Purchase/Depreciation	\$ 400.00	\$ -	\$ 400.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ 5,040.00	\$ -	\$ 5,040.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,810.00	\$ -	\$ 2,810.00	
Office	\$ 24,065.00	\$ 1,125.00	\$ 25,190.00	
6. Travel	\$ 41,680.00	\$ -	\$ 41,680.00	
7. Occupancy	\$ 113,285.00	\$ 5,346.00	\$ 118,631.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 9,055.00	\$ 2,445.00	\$ 11,500.00	
Postage	\$ 8,640.00	\$ 1,410.00	\$ 10,050.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 2,380.00	\$ -	\$ 2,380.00	
Insurance	\$ 10,503.00	\$ 1,452.00	\$ 11,955.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 725.00	\$ -	\$ 725.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,450.00	\$ -	\$ 1,450.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 2,800.00	\$ 495.00	\$ 3,295.00	
Mobile Internet Services	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 930,877.00	\$ 45,028.00	\$ 975,905.00	

Indirect As A Percent of Direct

4.8%

Exhibit B-1 (SFY 2017) Amendment #2 Budget

Contractor Initials: RE

CH/DHHS/011414

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Date: 2/12/15

For DHHS use only



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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 funders 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 funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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2/12/15

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **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.
- 9.1. **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.
- 9.2. **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.
10. **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 directly 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.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **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.
 - 11.2. **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.
12. **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.
13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
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 governmental 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. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



-
- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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 that 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: Wherever 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 the 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.

AG
2/12/15



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. 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.
2. 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.
3. **Extension:**

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.
4. **Insurance**

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

 - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and Umbrella liability coverage in the amount of \$1,000,000 per occurrence.

[Signature]
Date 2/12/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

R-G

2/12/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

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

Date

2/12/15

Name: Ralph Littlefield
Title: Executive Director

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials

RL

Date

2/12/15



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C Approval Date: 05-15-2013
G&C Item #: 48

March 29, 2013

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

100% Federal funds

REQUESTED ACTION

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

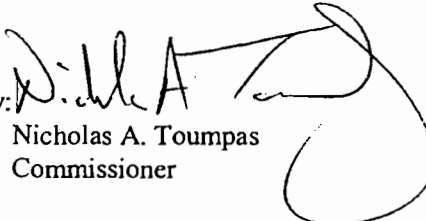
Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

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

Respectfully submitted,


José Thier Montero, MD
Director

Approved by:


Nicholas A. Toumpas
Commissioner

JTM/lr

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

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

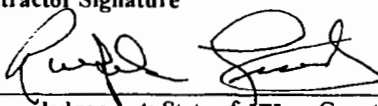
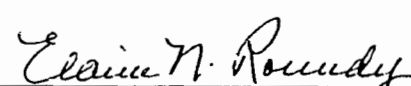
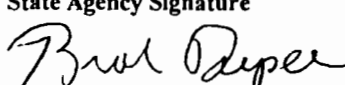
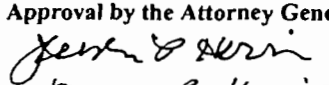
BUDGET REQUEST		Year 01							
		Year 02							
		Year 03							
TOTAL BUDGET REQUEST			1,977,206.00	921,404.00	3,061,126.00	656,504.00	-	-	-
BUDGET AWARDED									
		Year 01							
		Year 02							
		Year 03							
TOTAL BUDGET AWARDED			1,977,206.00	921,404.00	3,061,126.00	656,504.00	-	-	-

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

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

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

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

R-L
4/22/13

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

WIC-CSFP-BFPC Services

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

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

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

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

The Contractor shall:

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

1.1 Culturally and Linguistically Appropriate Standards of Care

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

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

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

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

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

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

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

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

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

CSFP Responsibilities:

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

CSFP Warehouse Responsibilities:

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

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

WIC & CSFP Administrative Responsibilities:

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

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

BFPC Responsibilities:

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

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

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

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

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NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

WIC-CSFP-BFPC Services

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

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

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

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

Vendor #177203 B003

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

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

TOTAL: \$1,977,206.00

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

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

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

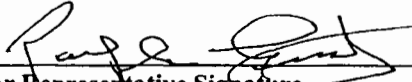
Community Action Program Belknap-Merrimack
Counties, Inc.

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

Contractor Name

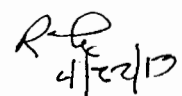
Period Covered by this Certification

Ralph Littlefield, Executive Director
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

4/22/13

Date


4/22/13

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

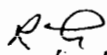
Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015.

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

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

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

	Ralph Littlefield, Executive Director
Contractor Signature	Contractor's Representative Title
Community Action Program	
Belknap-Merrimack Counties, Inc.	4/22/13
Contractor Name	Date


4/22/13

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

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

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

PRIMARY COVERED TRANSACTIONS

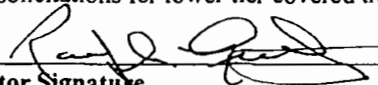
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b.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

Lower Tier Covered Transactions

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

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

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

	Ralph Littlefield, Executive Director
Contractor Signature	Contractor's Representative Title
Community Action Program	4/22/13
Belknap-Merrimack Counties, Inc.	Date
Contractor Name	


4/22/13

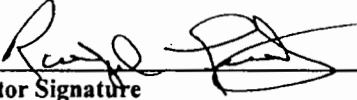
NH Department of Health and Human Services

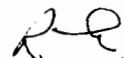
Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

	Ralph Littlefield, Executive Director
Contractor Signature	Contractor's Representative Title
Community Action Program Belknap-Merrimack Counties, Inc.	4/22/13
Contractor Name	Date


4/22/13

NH Department of Health and Human Services

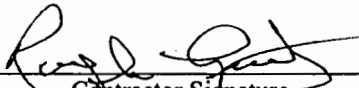
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



Contractor Signature

Ralph Littlefield, Executive Director

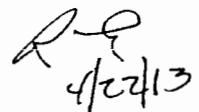
Contractor's Representative Title

Community Action Program
Belknap-Merrimack Counties, Inc.

Contractor Name

4/22/13

Date


4/22/13

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) **Use and Disclosure of Protected Health Information.**

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

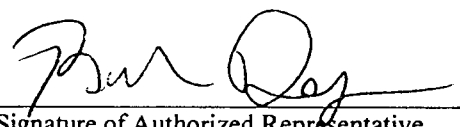
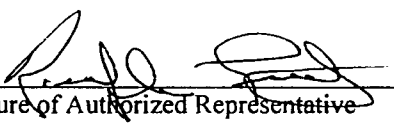
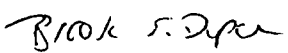
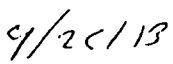
(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

<u>DIVISION OF PUBLIC HEALTH SERVICES</u>	<u>COMMUNITY ACTION PROGRAM</u>
<u>The State Agency Name</u>	<u>BELKNAP-MERRIMACK COUNTIES, INC.</u>
 Signature of Authorized Representative	 Signature of Authorized Representative
 <u>LISA L. BUJNO, MSN, APRN</u>	<u>RALPH LITTLEFIELD</u>
<u>Name of Authorized Representative</u>	<u>Name of Authorized Representative</u>
<u>BUREAU CHIEF</u>	<u>EXECUTIVE DIRECTOR</u>
<u>Title of Authorized Representative</u>	<u>Title of Authorized Representative</u>
 Date	<u>4/22/13</u> Date


4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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


(Contractor Representative Signature)

Community Action Program
Belknap-Merrimack Counties, Inc.

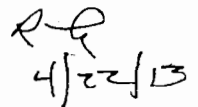
(Contractor Name)

Ralph Littlefield, Executive Director

(Authorized Contractor Representative Name & Title)

4/22/13

(Date)


4/22/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073997504

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 3rd Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #3") dated this, July 27, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 311 Route 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #49), amended June 18, 2014 (item #89) and amended April 8, 2015 (item #25), 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 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$1,906,651
2. Standard Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Paragraph 1, to read:

This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Health and Human Services, U.S. Department of Agriculture, Food and Nutrition Service, Supplemental Nutrition Program for Women, Infants, and Children and #10.565 U.S. Department of Health and Human Services, U.S. Department of Agriculture, Community Supplemental Food Program in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:

This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. 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 SFY 2015 (Exhibit B-1, Amendment #2) and SFY 2016 and SFY 2017 budgets (Exhibits B-1, Amendment #3)
4. Delete Exhibit B-1, Amendment #2, SFY 2016 and SFY 2017 and replace with Exhibit B-1, Amendment #3, SFY 2016 and SFY 2017



**New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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,

8/26/15

Date

State of New Hampshire
Department of Health and Human Services

[Signature]

NAME *Priscilla S. Dufree*

TITLE *Deputy Chief*

8/11/15

Date

[Signature]

NAME *Janet Laatsch*

TITLE *CEO*

Acknowledgement:

State of New Hampshire, County of Strafford on 8/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]

Name and Title of Notary or Justice of the Peace

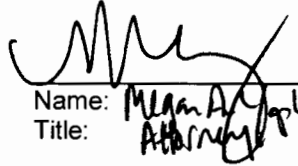
**New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**



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

OFFICE OF THE ATTORNEY GENERAL

Date 9/13/15


Name: Megan A. Gagliardi
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Exhibit B-1, Amendment #3 SFY 2016

New Hampshire Department of Health and Human Services

Bidder Name: Goodwin Community Health

**WIC, Commodity Supplemental Food and Breastfeeding Peer
Budget Request for: Counseling Program
(Name of RFP)**

Budget Period: SFY 2016

1. Total Salary/Wages	\$ 361,830.04	\$ 13,250.00	\$ 375,080.04
2. Employee Benefits	\$ 52,167.26	\$ 2,385.00	\$ 54,552.26
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 3,250.00	\$ -	\$ 3,250.00
Office	\$ 3,000.00	\$ -	\$ 3,000.00
6. Travel	\$ 7,500.00	\$ 4,251.70	\$ 11,751.70
NWA Training	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ 26,720.00	\$ -	\$ 26,720.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,440.00	\$ -	\$ 1,440.00
Postage	\$ 1,000.00	\$ -	\$ 1,000.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 5,000.00	\$ -	\$ 5,000.00
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 150.00	\$ -	\$ 150.00
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Mobile Internet Services	\$ 1,200.00	\$ -	\$ 1,200.00
Infrastructure Funds: Signage	\$ 827.00	\$ -	\$ 827.00
	\$ -	\$ -	\$ -
TOTAL	\$ 471,084.30	\$ 19,886.70	\$ 490,971.00

Indirect As A Percent of Direct

4.2%

Contractor Initials: 

Date 8/11/15

Exhibit B-1, Amendment #3 SFY 2017

New Hampshire Department of Health and Human Services

Bidder Name: Goodwin Community Health

**WIC, Commodity Supplemental Food and Breastfeeding Peer
Budget Request for: Counseling Program
(Name of RFP)**

Budget Period: SFY 2017

1. Total Salary/Wages	\$ 361,830.04	\$ 13,250.00	\$ 375,080.04
2. Employee Benefits	\$ 52,167.26	\$ 2,385.00	\$ 54,552.26
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 3,250.00	\$ -	\$ 3,250.00
Office	\$ 3,000.00	\$ -	\$ 3,000.00
6. Travel	\$ 7,500.00	\$ 4,251.70	\$ 11,751.70
NWA Training	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ 26,720.00	\$ -	\$ 26,720.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,440.00	\$ -	\$ 1,440.00
Postage	\$ 1,000.00	\$ -	\$ 1,000.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 5,000.00	\$ -	\$ 5,000.00
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 150.00	\$ -	\$ 150.00
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Mobile Internet Services	\$ 1,200.00	\$ -	\$ 1,200.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 470,257.30	\$ 19,886.70	\$ 490,144.00

Indirect As A Percent of Direct

4.2%

Contractor Initials: DL

Date: 8/11/15

CERTIFICATE OF VOTE

I, David Staples, DDS, of the Goodwin Community Health, do hereby certify that:

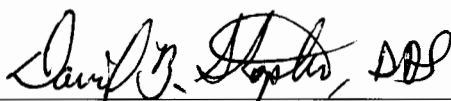
1. I am the duly elected Board Chair of the Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on January 8, 2015;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 11, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Goodwin Community Health this 11 day of Aug., 2015.



David Staples, DDS, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 11 day of Aug., 2015 by David Staples, DDS.



Notary Public/Justice of the Peace
My Commission Expires: 9/17/19

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Goodwin Community Health is a New Hampshire nonprofit corporation formed August 18, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in dark ink.

William M. Gardner
Secretary of State



GOODCOM-01

LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2015

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

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

PRODUCER License # AGR8150 Clark Insurance 80 Canal St Manchester, NH 03101	CONTACT NAME: Lorraine Michals	
	PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854	
	E-MAIL ADDRESS: info@clarkinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acadia	31325
INSURED Goodwin Community Health 311 Route 108 Somersworth, NH 03878	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ADV5212020-10	07/31/2015	07/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ADV5212020-10	07/31/2015	07/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUA5214125-10	07/31/2015	07/31/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA5212021-10	07/31/2015	07/31/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Department of Health and Human Services
Contracts and Procurement Unit
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



February 17, 2015 **Q&C Approved**

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

Date 4/8/15
Item # 25

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise renewal options and amend four contracts with vendors by increasing the Price Limitation by \$6,555,737 from \$6,649,815 to \$13,205,552 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval, and extend the Completion Date from June 30, 2015 to June 30, 2017, effective the date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 47, 48, 49, and June 5, 2013, Item number 95, and amended June 18, 2014, Item #89. 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	Vendor Location	Current Modified Budget	Total Increase	Revised Modified Budget
Community Action Program of Belknap and Merrimack Counties, Inc	Concord, NH	1,984,552	1,943,576	3,928,128
Goodwin Community Health	Somersworth, NH	924,110	977,714	1,901,824
Southern New Hampshire Services, Inc	Manchester, NH	3,069,527	2,940,603	6,010,130
Southwestern Community Services, Inc	Keene, NH	671,626	693,844	1,365,470
TOTAL		\$6,649,815	\$6,555,737	\$13,205,552

Funds to support this request are anticipated to be available in SFY 2016 and SFY 2017 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

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

See attachment for financial details

EXPLANATION

This requested action seeks approval of four agreements that represent \$6,555,737 to be spent statewide to continue to provide direct nutrition services monthly to low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

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

As referenced in the original Governor and Council letters and in the Exhibit Cs, these competitively procured Agreements have 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.

Contracts were awarded to these four vendors through a competitive bid process. The bid scoring summary is attached.

The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout each fiscal year;
- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;

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

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

As referenced in the original Governor and Council letters and in the Request for Proposals, these competitively procured Agreements have 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.

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- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;

- Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months;
- Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program; and
- Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

Area to be served is statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**ANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

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

100% Federal Funds

Community Action Program of Belknap and Merrimack Counties, Inc Vendor # 177203 B003 PO # 1060585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	380,450.00	-	380,450.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	199,694.00	-	199,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	40,087.00	-	40,087.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	56,761.00	-	56,761.00
			Sub-Total	992,453.00	-	992,453.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	382,296.00	-	382,296.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	199,694.00	(9,877.00)	189,817.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	40,087.00	(3,357.00)	36,730.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	54,561.00	2,000.00	56,561.00
			Sub-Total	992,099.00	(11,234.00)	980,865.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	187,773.00	187,773.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	978,905.00	978,905.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	184,773.00	184,773.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	975,905.00	975,905.00
			Sub-Total	1,984,552.00	1,943,576.00	3,928,128.00

FINANCIAL DETAIL ATTACHMENT SH
WIC Local Agency Amendments

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	252,288.00	-	252,288.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	24,119.00	-	24,119.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	30,718.00	-	30,718.00
			Sub-Total	461,983.00	-	461,983.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	252,732.00	-	252,732.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	24,119.00	(574.00)	23,545.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	30,418.00	2,000.00	32,418.00
			Sub-Total	462,127.00	1,426.00	463,553.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
~~SFY 2016~~	~~102-500734~~	~~Contracts for Prog Svc~~	~~90006007~~	~~-~~	~~5,959.00~~	~~5,959.00~~
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	5,959.00	5,959.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
			Sub-Total	924,110.00	977,714.00	1,901,824.00

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

Southern New Hampshire Services, Inc

Vendor # 177198 B006

PO #

1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	641,900.00	-	641,900.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	203,282.00	-	203,282.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	61,694.00	-	61,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	100,968.00	-	100,968.00
			Sub-Total	1,532,558.00	-	1,532,558.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	645,111.00	-	645,111.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	203,282.00	(27,946.00)	175,336.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	61,694.00	(2,765.00)	58,929.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	102,168.00	2,000.00	104,168.00
			Sub-Total	1,536,969.00	(28,711.00)	1,508,258.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	165,589.00	165,589.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,491,852.00	1,491,852.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	151,199.00	151,199.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,477,462.00	1,477,462.00
			Sub-Total	3,069,527.00	2,940,603.00	6,010,130.00

FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

Southwestern Community Services, Vendor #

Vendor # 177511 R001

PO #

1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	169,615.00	-	169,615.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	15,912.00	-	15,912.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	22,763.00	-	22,763.00
			Sub-Total	329,062.00	-	329,062.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	171,317.00	-	171,317.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	15,912.00	(574.00)	15,338.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	34,563.00	2,000.00	36,563.00
			Sub-Total	342,564.00	1,426.00	343,990.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	4,961.00	4,961.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	30,352.00	30,352.00
			Sub-Total	-	348,209.00	348,209.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	4,961.00	4,961.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	26,352.00	26,352.00
			Sub-Total	-	344,209.00	344,209.00
			Sub-Total	671,626.00	693,844.00	1,365,470.00
			Total	6,649,815.00	6,555,737.00	13,205,552.00

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

RFA/RFP CRITERIA	Max Pts	Community Action Program Belknap Merrimack Counties, Concord, NH	Goodwin Community Health, Somersworth, NH	Southern New Hampshire Services, Manchester, NH	Southwestern Community Services, Keene, NH				
Agency Capacity	30	29.33	26.00	20.67	19.67				0.00
Program Structure	50	43.00	39.50	31.67	39.00				0.00
Budget and Justification	15	13.33	12.00	15.00	15.00				0.00
Format	5	5.00	4.33	3.33	3.00				0.00
Total	100	92.67	81.83	70.67	76.67				0.00

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

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



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the

WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

This 2nd Amendment to the Goodwin Community Health contract (hereinafter referred to as "Amendment Two") dated this 9th day of February, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 311 Route 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, Item #49, and amended on June 18, 2014, Item #89, 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 parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$1,901,824

3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

- Exhibit B-1 (SFY 2015) Amendment #2 Budget
- Exhibit B-1 (SFY 2016) Amendment #2 Budget
- Exhibit B-1 (SFY 2017) Amendment #2 Budget

6. Delete Exhibit C and replace with Exhibit C Amendment #1

7. Add Exhibit C-1 Revisions to General Provisions



New Hampshire Department of Health and Human Services

8. Delete Exhibit G and replace with Exhibit G 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

2/23/15
Date

[Signature]
Brook Dupee
Bureau Chief

Goodwin Community Health

2/12/15
Date

[Signature]
Name: Janet Laatsch
Title: CEO

Acknowledgement:

State of New Hampshire, County of Stafford on 2/12/15, 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

Sara Garand, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/17/2019



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

OFFICE OF THE ATTORNEY GENERAL

3/16/15
Date

[Signature]
Name: Megan A. Yodanis
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 2

SCOPE OF SERVICES

1. Project Description

Goodwin Community Health will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs (BFPC).

2. Required Activities

2.1. The Contractor shall:

- 2.1.1. Provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to (2,600) participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.2. Provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to (764) (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.3. Ensure the Contractor's WIC Director attends the national education conference sponsored by the National WIC Association in May 2015.
- 2.1.4. Adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire WIC and CSFP State Plans, Policy and Procedure Manual, and the NH Administrative Rules.
- 2.1.5. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all program materials.
- 2.1.6. Be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
- 2.1.7. The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants. The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
- 2.1.8. The Contractor shall make referrals to Medicaid and the Food Stamp Program, and shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.1.9. The Contractor shall make nutrition education available to each WIC Program participant according to individual needs.
- 2.1.10. The Contractor shall be responsible for issuing food benefits in compliance with the Policy and Procedure Manual.

JL



Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
- 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
- 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
- 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
- 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
- 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.

2.2. WIC & CSFP Administrative Responsibilities

- 2.2.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 2.2.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 2.2.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 2.2.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 2.2.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).
- 2.2.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.

TL
Date 2/12/15



Exhibit A – Amendment 2

- 2.2.7. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the State.
- 2.2.8. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.9. Comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
- 2.2.10. Notify the State about planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.11. Conduct special projects as appropriate funding is received.
- 2.2.12. Complete and submit a quarterly time study of all WIC/CSFP/BFPC staff utilizing forms and instructions provided by the State Agency.
- 2.2.13. Submit a report on their progress towards meeting performance measures and a final report on the overall program goals and objectives at the end of the two-year contract period.

2.3. BFPC Responsibilities

- 2.3.1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program, provide ~~Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and~~ breastfeeding women.
- 2.3.2. Adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire WIC State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
- 2.3.3. Administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
- 2.3.4. Assure adequate program support from local management. The appropriate definition of a peer counselor shall be:
 - 2.3.4.1. Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
 - 2.3.4.2. Paraprofessionals must provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.3.4.3. Must be recruited and hired from the target population.
 - 2.3.4.4. Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.3.5. Have a designated breastfeeding peer counseling program manager or coordinator at the local level.
- 2.3.6. Have defined job parameters and job descriptions for peer counselors.
- 2.3.7. Provide adequate compensation and reimbursement of peer counselors.
- 2.3.8. Assure training of local peer counseling management and clinic staff includes use of: "Loving Support Through Peer Counseling" curriculum and presentations.

JS

2/12/15



Exhibit A – Amendment 2

- 2.3.9. Adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.3.10. Assure adequate supervision and monitoring of peer counselors.
- 2.3.11. Establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 2.3.12. Assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3.2. Reporting Requirements

- 3.2.1. Submit quarterly programmatic reports to the DHHS;
- 3.2.2. Submit annual programmatic reports to the DHHS; and
- 3.2.3. Submit monthly invoices to the DHHS for services provided.

4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 4.1.1. Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout the fiscal year;
 - 4.1.2. Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
 - 4.1.3. Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;
 - 4.1.4. Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months; and
 - 4.1.5. Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program.
- 4.2. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:

- a. \$919,280 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$458,640 in SFY 2016 and \$458,640 in SFY 17.
- b. \$46,516 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$574) in SFY 2015, \$23,545 in SFY 2016 and \$23,545 in SFY 17.
- c. \$11,918 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734, \$5,959 in SFY 2016 and \$5,959 in SFY 17.

\$977,714 Total

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. 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 SFY 2015, SFY 2016 and SFY 2017 budgets (Exhibits B-1 Amendments #2). 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.



Exhibit B Amendment #1

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2015

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for: Indirect/Fixed Cost
1. Total Salary/Wages	\$ (574.00)	\$ -	\$ (574.00)	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (May 2015 NWA travel):	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,426.00	\$ -	\$ 1,426.00	

Exhibit B-1 (SFY 2015) Amendment #2 Budget

Contractor Initials: JL

Date: 2/12/15

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 361,830.04	\$ 13,250.00	\$ 375,080.04	
2. Employee Benefits	\$ 52,167.26	\$ 2,385.00	\$ 54,552.26	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 3,250.00	\$ -	\$ 3,250.00	
Office	\$ 3,000.00	\$ -	\$ 3,000.00	
6. Travel	\$ 7,500.00	\$ -	\$ 7,500.00	
7. Occupancy	\$ 26,720.00	\$ 4,251.70	\$ 30,971.70	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,440.00	\$ -	\$ 1,440.00	
Postage	\$ 1,000.00	\$ -	\$ 1,000.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 5,000.00	\$ -	\$ 5,000.00	
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 150.00	\$ -	\$ 150.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 1,200.00	\$ -	\$ 1,200.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 468,257.30	\$ 19,886.70	\$ 488,144.00	

Indirect As A Percent of Direct

4.2%

Exhibit B-1 (SFY 2016) Amendment #2 Budget

Contractor Initials: JL

Date: 2/12/15

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 361,830.04	\$ 13,250.00	\$ 375,080.04	
2. Employee Benefits	\$ 52,167.26	\$ 2,385.00	\$ 54,552.26	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 3,250.00	\$ -	\$ 3,250.00	
Office	\$ 3,000.00	\$ -	\$ 3,000.00	
6. Travel	\$ 7,500.00	\$ -	\$ 7,500.00	
7. Occupancy	\$ 26,720.00	\$ 4,251.70	\$ 30,971.70	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,440.00	\$ -	\$ 1,440.00	
Postage	\$ 1,000.00	\$ -	\$ 1,000.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 5,000.00	\$ -	\$ 5,000.00	
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 150.00	\$ -	\$ 150.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 1,200.00	\$ -	\$ 1,200.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 468,257.30	\$ 19,886.70	\$ 488,144.00	

Indirect As A Percent of Direct

4.2%

Exhibit B-1 (SFY 2017) Amendment #2 Budget

Contractor Initials: JL



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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 funders 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 funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- ~~8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.~~
9. **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.
- 9.1. **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.
- 9.2. **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.
10. **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 directly 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.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **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.
 - 11.2. **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.
12. **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.
13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
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 governmental 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. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at ~~41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239)~~ and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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 that 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: Wherever 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 the 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.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. 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.
2. 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.
3. **Extension:**

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.
4. **Insurance**

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

 - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and Umbrella liability coverage in the amount of \$1,000,000 per occurrence.

JL
2/12/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

6/27/14
Rev. 10/21/14

Page 1 of 2

Contractor Initials

Date

JK
2/12/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Goodwin Community Health

2/12/15
Date

Janet Laatzsch
Name: Janet Laatzsch
Title: CEO

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials JL
Date 2/12/15



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



May 28, 2014

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

REQUESTED ACTION

100% federal

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

Summary of contracted amounts by vendor:

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

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

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

See attachment for financial details

EXPLANATION

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2014
Page 3 of 3

Area to be served is statewide.

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

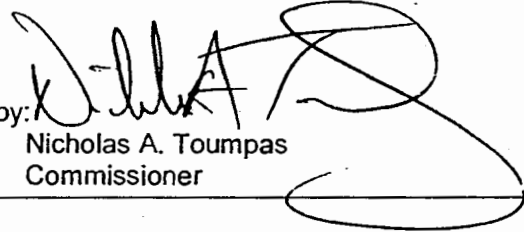
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

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

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

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

FINANCIAL DETAIL ATTACHMENT SHEET

WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

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

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

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

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

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

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

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



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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

To amend as follows:

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

Paragraph 1.1 to Paragraph 1:

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

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

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:

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



Replace with:

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

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

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

New Hampshire Department of Health and Human Services



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

State of New Hampshire
Department of Health and Human Services

5/29/14
Date

Brook Dupee
Brook Dupee
Bureau Chief

Goodwin Community Health

5-14-14
Date

Janet Atkins
Name: Janet Atkins
Title: Executive Director

Acknowledgement:

State of New Hampshire County of Stratford on May 14, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

(Janet Atkins)

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

Sherry Trach, Attorney
Name and Title of Notary or Justice of the Peace

Comm. exp. 11-6-2018

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wiatt
Name: Rosemary Wiatt
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

Goodwin Community Health will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs. This Exhibit A – Amendment 1 modifies exhibit A, Scope of Services, by increasing the price limitation for the provision of implementation of wireless networks at WIC clinic sites, the purchase of software licenses and data storage devices, and expanded CSFP caseload served.

2. Required Activities

Goodwin Community Health will provide WIC services to 2,645 women, infants and children monthly utilizing the StarLINC MIS system, will provide CSFP services to 764 seniors monthly, and will submit monthly invoices to the State WIC Agency for services provided. This amendment allows for:

- Funding for implementation of wireless networks at WIC clinic sites for access to the StarLINC MIS system.
- Funding for the WIC agency to purchase software licenses to upgrade agency computers to Windows 7 and computer memory cards.
- Funding to expand CSFP services to eligible low-income seniors.

3. Performance Measures

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

Access to Nutrition Services:

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

Obesity Prevention:

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

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

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

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

Budget Period: SFY 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 300.00	\$ -	\$ 300.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 628.00	\$ -	\$ 628.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 928.00	\$ -	\$ 928.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: JIA

Date: 5/14/14

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

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

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

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 1,300.00	\$ -	\$ 1,300.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 72.00	\$ -	\$ 72.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,372.00	\$ -	\$ 1,372.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: JH

Date: 5/14/14

**Exhibit B-2 (2014) Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: Commodity Supplemental Food Program
(Name of RFP)

Budget Period: SFY 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 203.00	\$ -	\$203.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:		\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel		\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software		\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 203.00	\$ -	\$203.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: JA

Date: 5/14/14

**Exhibit B-2 (2015) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: Commodity Supplemental Food Program
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 203.00	\$ -	\$ 203.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:		\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel		\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software		\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 203.00	\$ -	\$ 203.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: JA

Date: 5/14/14



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C Approved

April 1, 2013

Date 5-15-2013

Item # 49

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

*100% Fed eval
June 15*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Goodwin Community Health (Vendor #154703 B001), 311 Route 108, Somersworth, NH, 03878, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$921,404, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

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

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	57,235.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	15,115.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	251,360.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	76,549.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	5,756.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	24,119.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	30,718.00
		Sub-Total		\$460,852.00
SFY 15	102-500734	Contracts for Prog Svc	90006001	57,235.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	15,115.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	251,360.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	76,549.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	5,756.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	24,119.00
SFY 15	102-500734	Contracts for Prog Svc	90006041	30,418.00
		Sub-Total		\$460,552.00
		Total		\$921,404.00

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 1, 2013
Page 2

EXPLANATION

DEVOTED Funds in this agreement will be used by Goodwin Community Health to provide direct nutrition services monthly to 3,383 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Carroll and Strafford Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 3,303 clients in Carroll and Strafford Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

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

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

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

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$958,340. This represents a decrease of \$36,936 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

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

- 65% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

April 1, 2013

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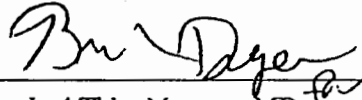
- 15% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 79% of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeeding until 3 months and 28% of WIC participants will breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Carroll and Strafford Counties.

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

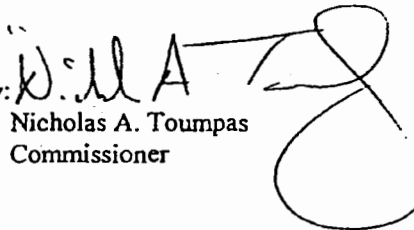
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/lr

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C approval Date: 05-15-13

G&C Item #: 49

April 1, 2013

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

100% Federal Funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Goodwin Community Health (Vendor #154703 B001), 311 Route 108, Somersworth, NH, 03878, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$921,404, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

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

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	57,235.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	15,115.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	251,360.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	76,549.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	5,756.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	24,119.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	30,718.00
		Sub-Total		\$460,852.00
SFY 15	102-500734	Contracts for Prog Svc	90006001	57,235.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	15,115.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	251,360.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	76,549.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	5,756.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	24,119.00
SFY 15	102-500734	Contracts for Prog Svc	90006041	30,418.00
		Sub-Total		\$460,552.00
		Total		\$921,404.00

EXPLANATION

Funds in this agreement will be used by Goodwin Community Health to provide direct nutrition services monthly to 3,383 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Carroll and Strafford Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 3,303 clients in Carroll and Strafford Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

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

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

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

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$958,340. This represents a decrease of \$36,936 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

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

- 65% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.

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

- 15% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 79% of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeeding until 3 months and 28% of WIC participants will breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Carroll and Strafford Counties.

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

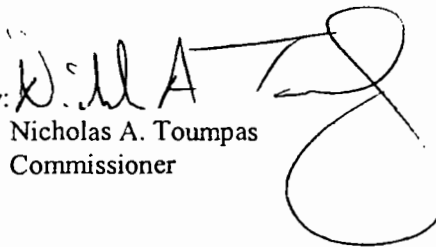
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/lr

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

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

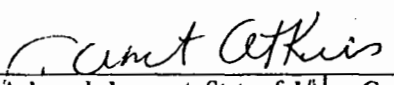
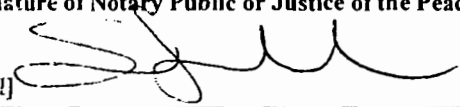
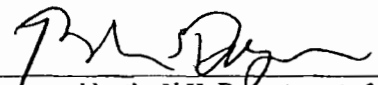
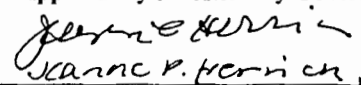
BUDGET REQUEST	Year 01	Year 02	Year 03
TOTAL BUDGET REQUEST	1,977,206.00	921,404.00	3,061,126.00
BUDGET AWARDED			
TOTAL BUDGET AWARDED	1,977,206.00	921,404.00	3,061,126.00

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

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

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Goodwin Community Health		1.4 Contractor Address 311 Route 108 Somersworth NH 03878	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 010-090-5260-102-500734	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$921,404
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet Atkins, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>3-11-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		SHERRYL ANN TRASK NOTARY PUBLIC NEW HAMPSHIRE COMMISSION EXPIRES 12/31/2013	
1.13.2 Name and Title of Notary or Justice of the Peace Sherryl Trask, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory ~~Brock J. Drape~~ Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  James P. Herrick, Attorney On: 17 Apr 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Goodwin Community Health

ADDRESS: 311 Route 108
Somersworth NH 03878

Executive Director: Janet Atkins
TELEPHONE: 603-332-4358

The Contractor shall:

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

1.1 Culturally and Linguistically Appropriate Standards of Care

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

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

1.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 2,645 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 738 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

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

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

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

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

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

CSFP Responsibilities:

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

WIC & CSFP Administrative Responsibilities:

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

is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

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

BFPC Responsibilities:

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

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

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

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Goodwin Community Health

ADDRESS: 311 Route 108
Somersworth NH 03878

Executive Director: Janet Atkins
TELEPHONE: 603-332-4358

Vendor #154703 B001

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

Amount	Appropriation #	Job #	Funding Source	CFDA #	Federal Funds
\$114,470	010-090-5260-102-500734	90006001	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$30,230	010-090-5260-102-500734	90006002	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$502,720	010-090-5260-102-500734	90006003	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$153,098	010-090-5260-102-500734	90006004	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$61,136	010-090-5260-102-500734	90006041	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$11,512	010-090-5260-102-500734	90006007	Commodity Supplemental Food Program (USDA)	10.565	100%
\$48,238	010-090-5260-102-500734	90006022	WIC Breastfeeding Peer Counseling Program (USDA)	10.557	100%

TOTAL: \$921,404

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

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

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Goodwin Community From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015
Contractor Name Health Period Covered by this Certification

Janet Atkins, Executive Director
Name and Title of Authorized Contractor Representative

Janet Atkins
Contractor Representative Signature

3-11-13
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

David Arkus Executive Director
Contractor Signature Contractor's Representative Title

Gardwin Community Health 3-11-13
Contractor Name Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

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

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

PRIMARY COVERED TRANSACTIONS

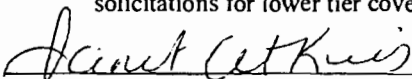
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b.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

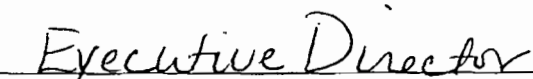
Lower Tier Covered Transactions

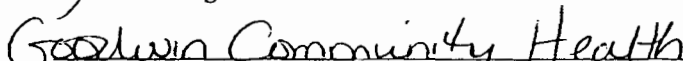
By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

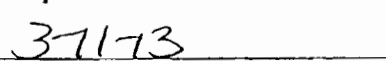
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant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

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


Contractor Signature


Contractor's Representative Title


Contractor Name


Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Debra Atkins
Contractor Signature

Executive Director
Contractor's Representative Title

Goodwin Community Health
Contractor Name

3-11-13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Jeanette Atkins
Contractor Signature

Executive Director
Contractor's Representative Title

Goodwin Community Health *3-11-13*
Contractor Name Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) **Use and Disclosure of Protected Health Information.**

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DIVISION OF PUBLIC HEALTH SERVICES

The State Agency Name

Goodwin Community Health

Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

Brooks Dupree

LISA L. BUINO, MSN, APRN

Name of Authorized Representative

Janet Atkins

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

Executive Director

Title of Authorized Representative

3/25/13
Date

3-11-13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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


(Contractor Representative Signature)

Janet Atkins, Executive Director
(Authorized Contractor Representative Name & Title)

Goodwin Community Health 3-11-13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

780054164

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Goodwin Community Health is a New Hampshire nonprofit corporation formed August 18, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2013

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

William M. Gardner
Secretary of State



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling
Programs**

This 3rd Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #3") dated this, July 27, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 40 Pine Street, Manchester, NH 03108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #47), amended June 18, 2014 (item #89) and amended April 8, 2015 (item #25), 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 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$6,032,539
2. Standard Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Paragraph 1, to read:

This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Health and Human Services, U.S. Department of Agriculture, Food and Nutrition Service, Supplemental Nutrition Program for Women, Infants, and Children and #10.565 U.S. Department of Health and Human Services, U.S. Department of Agriculture, Community Supplemental Food Program in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:

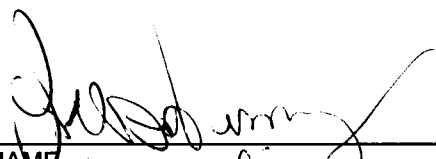
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including but not limited to personnel costs and operating expenses related to the Services, as detailed in the attached SFY 2015 (Exhibit B-1, Amendment #2) and SFY 2016 and SFY 2017 budgets (Exhibits B-1, Amendment #3)
4. Delete Exhibit B-1, Amendment #2, SFY 2016 and SFY 2017 and replace with Exhibit B-1, Amendment #3, SFY 2016 and SFY 2017

**New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**



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,

<u>8/25/15</u> Date	State of New Hampshire Department of Health and Human Services  NAME <u>Brook S. Dupre</u> TITLE <u>Vocum Chief</u>
<u>8-11-15</u> Date	 NAME <u>Executive Dir</u> TITLE <u>Executive Dir</u>

Acknowledgement:
State of NH, County of Hillsborough on 8/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Debra D. Stohrer
Name and Title of Notary or Justice of the Peace

**DEBRA D. STOHRER, Notary Public
My Commission Expires December 8, 2016**

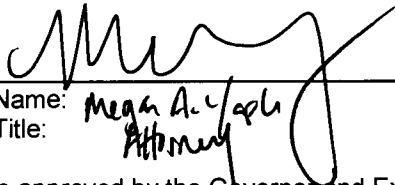


New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

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

OFFICE OF THE ATTORNEY GENERAL

Date 9/13/15


Name: Megan A. C. Apple
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1, Amendment #3 SFY 2016

New Hampshire Department of Health and Human Services

Bidder Name: Southern New Hampshire Services, Inc.

Budget Request for: WIC, Commodity Supplemental Food and Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 822,119.00	\$ -	\$ 822,119.00	
2. Employee Benefits	\$ 312,733.00	\$ -	\$ 312,733.00	
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 530.00	\$ -	\$ 530.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 8,500.00	\$ -	\$ 8,500.00	
Office	\$ 72,000.00	\$ -	\$ 72,000.00	
6. Travel	\$ 64,200.00	\$ -	\$ 64,200.00	
6a. NWA Travel	\$ 2,000.00	\$ -	\$ 2,000.00	
7. Occupancy	\$ 84,184.57	\$ -	\$ 84,184.57	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	
11. Staff Education and Training	\$ 1,751.89	\$ -	\$ 1,751.89	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 5,500.00	\$ -	\$ 5,500.00	
Infrastructure Funds	\$ 14,552.00	\$ -	\$ 14,552.00	
Indirect Costs	\$ -	\$ 114,333.54	\$ 114,333.54	
TOTAL	\$ 1,394,070.46	\$ 114,333.54	\$ 1,508,404.00	

Indirect As A Percent of Direct

8.2%

Contractor Initials: GS4

Date: 6-11-15

Exhibit B-1, Amendment #3 SFY 2017

New Hampshire Department of Health and Human Services

Bidder Name: Southern New Hampshire Services, Inc.

Budget Request for: WIC, Commodity Supplemental Food and Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 822,119.00	\$ -	\$ 822,119.00	
2. Employee Benefits	\$ 320,733.00	\$ -	\$ 320,733.00	
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 530.00	\$ -	\$ 530.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 8,500.00	\$ -	\$ 8,500.00	
Office	\$ 72,000.00	\$ -	\$ 72,000.00	
6. Travel	\$ 63,200.00	\$ -	\$ 63,200.00	
6a. NWA Travel	\$ 2,000.00	\$ -	\$ 2,000.00	
7. Occupancy	\$ 68,897.57	\$ -	\$ 68,897.57	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,751.89	\$ -	\$ 1,751.89	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 5,500.00	\$ -	\$ 5,500.00	
Infrastructure Funds	\$ 3,857.00	\$ -	\$ 3,857.00	
Indirect Costs	\$ -	\$ 113,230.54	\$ 113,230.54	
TOTAL	\$ 1,370,088.46	\$ 113,230.54	\$ 1,483,319.00	

Indirect As A Percent of Direct

8.3%

Contractor Initials: CPV

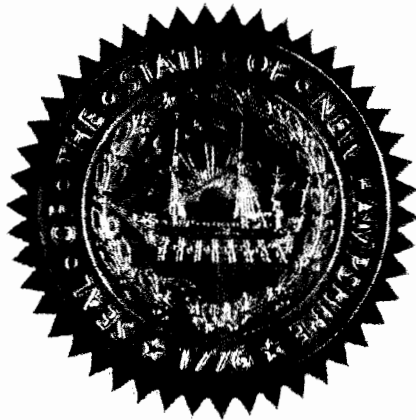
Date: 8-11-13

State of New Hampshire

Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jill Jamro, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on : September 22, 2014
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 11th day of August, 2015.
(Date Contract Signed)

4. Gale F. Hennessy is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jill Jamro
Jill Jamro, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 11th day of August, 2015.

By Jill Jamro
(Name of Elected Officer of the Agency)

Debra D. Stohrer
Notary Public

(NOTARY SEAL) Debra D. Stohrer, Notary Public
My Commission Expires December 8, 2015

Commission Expires: 12/8/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2014

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy
	PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331
	E-MAIL ADDRESS: kshaughnessy@crossagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Ins Co
	INSURER B: MEMIC Indemnity Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL14122326339 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1273501	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	☒ Employee Benefits						PERSONAL & ADV INJURY \$ 1,000,000
	☒ Professional Liab						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			PHPK1273501	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 1,000,000
A	☒ UMBRELLA LIAB	☒ OCCUR		PHUB484756	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801290			☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A	(3a.) ME & NH	12/31/2014	12/31/2015	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			All officers included			E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			PHPK1273501	12/31/2014	12/31/2015	Fidelity: \$250,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5 *Laura Perrin*



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



February 17, 2015

G&C Approved

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

Date

Item #

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise renewal options and amend four contracts with vendors by increasing the Price Limitation by \$6,555,737 from \$6,649,815 to \$13,205,552 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval, and extend the Completion Date from June 30, 2015 to June 30, 2017, effective the date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013. Item numbers 47, 48, 49, and June 5, 2013, Item number 95, and amended June 18, 2014, Item #89. 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	Vendor Location	Current Modified Budget	Total Increase	Revised Modified Budget
Community Action Program of Belknap and Merrimack Counties, Inc	Concord, NH	1,984,552	1,943,576	3,928,128
Goodwin Community Health	Somersworth, NH	924,110	977,714	1,901,824
Southern New Hampshire Services, Inc	Manchester, NH	3,069,527	2,940,603	6,010,130
Southwestern Community Services, Inc	Keene, NH	671,626	693,844	1,365,470
TOTAL		\$6,649,815	\$6,555,737	\$13,205,552

Funds to support this request are anticipated to be available in SFY 2016 and SFY 2017 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

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

See attachment for financial details

EXPLANATION

This requested action seeks approval of four agreements that represent \$6,555,737 to be spent statewide to continue to provide direct nutrition services monthly to low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

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

As referenced in the original Governor and Council letters and in the Exhibit Cs, these competitively procured Agreements have 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.

Contracts were awarded to these four vendors through a competitive bid process. The bid scoring summary is attached.

The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout each fiscal year;
- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
February 17, 2015
Page 2 of 3

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

See attachment for financial details

EXPLANATION

This requested action seeks approval of four agreements that represent \$6,555,737 to be spent statewide to continue to provide direct nutrition services monthly to low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

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

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

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

As referenced in the original Governor and Council letters and in the Request for Proposals, these competitively procured Agreements have 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.

Contracts were awarded to these four vendors through a competitive bid process. The bid scoring summary is attached.

The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout each fiscal year;
- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;

- Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months;
- Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program; and
- Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

Area to be served is statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

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

100% Federal Funds

Community Action Program of Belknap and Merrimack Counties, Inc Vendor # 177203 B003 PO # 1060585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	380,450.00	-	380,450.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	199,694.00	-	199,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	40,087.00	-	40,087.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	56,761.00	-	56,761.00
			Sub-Total	992,453.00	-	992,453.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	382,296.00	-	382,296.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	199,694.00	(9,877.00)	189,817.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	40,087.00	(3,357.00)	36,730.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	54,561.00	2,000.00	56,561.00
			Sub-Total	992,099.00	(11,234.00)	980,865.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	187,773.00	187,773.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	978,905.00	978,905.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	184,773.00	184,773.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	975,905.00	975,905.00
			Sub-Total	1,984,552.00	1,943,576.00	3,928,128.00

FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	252,288.00	-	252,288.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	24,119.00	-	24,119.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	30,718.00	-	30,718.00
			Sub-Total	461,983.00	-	461,983.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	252,732.00	-	252,732.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	24,119.00	(574.00)	23,545.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	30,418.00	2,000.00	32,418.00
			Sub-Total	462,127.00	1,426.00	463,553.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	5,959.00	5,959.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	5,959.00	5,959.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
			Sub-Total	924,110.00	977,714.00	1,901,824.00

ANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

Southern New Hampshire Services, Inc

Vendor #

177198 B006

PO #

1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	641,900.00	-	641,900.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	203,282.00	-	203,282.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	61,694.00	-	61,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	100,968.00	-	100,968.00
			Sub-Total	1,532,558.00	-	1,532,558.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	645,111.00	-	645,111.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	203,282.00	(27,946.00)	175,336.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	61,694.00	(2,765.00)	58,929.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	102,168.00	2,000.00	104,168.00
			Sub-Total	1,536,969.00	(28,711.00)	1,508,258.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	165,589.00	165,589.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,491,852.00	1,491,852.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	151,199.00	151,199.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,477,462.00	1,477,462.00
			Sub-Total	3,069,527.00	2,940,603.00	6,010,130.00

FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments

Southwestern Community Services, Vendor # Vendor # 177511 R001 PO # 1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	169,615.00	-	169,615.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	15,912.00	-	15,912.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	22,763.00	-	22,763.00
			Sub-Total	329,062.00	-	329,062.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	171,317.00	-	171,317.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	15,912.00	(574.00)	15,338.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	34,563.00	2,000.00	36,563.00
			Sub-Total	342,564.00	1,426.00	343,990.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
~~SFY 2016~~	~~102-500734~~	~~Contracts for Prog Svc~~	~~90006007~~	~~-~~	~~4,961.00~~	~~4,961.00~~
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	30,352.00	30,352.00
			Sub-Total	-	348,209.00	348,209.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	4,961.00	4,961.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	26,352.00	26,352.00
			Sub-Total	-	344,209.00	344,209.00
			Sub-Total	671,626.00	693,844.00	1,365,470.00
			Total	6,649,815.00	6,555,737.00	13,205,552.00

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

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

BUDGET REQUEST	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET REQUEST		1,977,106.00	921,404.00	3,061,126.00	656,504.00			
BUDGET AWARDED	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET AWARDED		1,977,206.00	921,404.00	3,061,126.00	656,504.00			

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



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

This 2nd Amendment to the Southern New Hampshire Services, Inc., contract (hereinafter referred to as "Amendment Two") dated this 9th day of February, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 40 Pine Street, PO Box 5040, Manchester, NH 03108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, Item #47, and amended on June 18, 2014, Item #89, 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 parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$6,010,130

3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

- Exhibit B-1 (SFY 2015) Amendment #2 Budget
- Exhibit B-1 (SFY 2016) Amendment #2 Budget
- - Exhibit B-1 (SFY 2017) Amendment #2 Budget

6. Delete Exhibit C and replace with Exhibit C Amendment #1

7. Add Exhibit C-1 Revisions to General Provisions



8. Delete Exhibit G and replace with Exhibit G 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

2/23/15
Date

[Signature]
Brook Dupee
Bureau Chief

Southern New Hampshire Services, Inc.

2-17-15
Date

[Signature]
Name: Michael O'Shea
Title: Fiscal Officer

Acknowledgement:

State of New Hampshire, County of Hillsborough on February 17, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

DIANE P. ERIKSON, EXECUTIVE ASSISTANT
Name and Title of Notary or Justice of the Peace

My Commission Expires: DIANE P. ERIKSON, Notary Public
My Commission Expires May 23, 2019

Contractor Initials: [Signature]
Date: 2-17-15

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

3/14/15
Date

[Signature]
Name: Megan A. Yee
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 2

SCOPE OF SERVICES

1. Project Description

Southern New Hampshire Services, Inc., will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs (BFPC).

2. Required Activities

2.1. The Contractor shall:

- 2.1.1. Provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to (7,692 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.2. Provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to (2,155) (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.3. Ensure the Contractor's WIC Director attends the national education conference sponsored by the National WIC Association in May 2015.
- 2.1.4. Adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire WIC and CSFP State Plans, Policy and Procedure Manual, and the NH Administrative Rules.
- 2.1.5. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all program materials.
- 2.1.6. Be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
- 2.1.7. The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants. The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
- 2.1.8. The Contractor shall make referrals to Medicaid and the Food Stamp Program, and shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.1.9. The Contractor shall make nutrition education available to each WIC Program participant according to individual needs.
- 2.1.10. The Contractor shall be responsible for issuing food benefits in compliance with the Policy and Procedure Manual.



Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
- 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
- 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
- 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
- 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
- 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.

2.2. CSFP Warehouse Responsibilities

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

[Signature]



Exhibit A – Amendment 2

- 2.2.6. The Contractor agrees to promptly pay such reasonable service charges as are assessed by USDA, the State, or private shippers to cover storage, processing, handling and delivery costs for which they are responsible. All funds accruing from the sale of containers, salvage of commodities, reimbursement from insurance, or recoveries from loss or damage claims shall be used to either replace lost food, reimburse the U.S. Department of Agriculture, or used for allowable program costs of the State commodity program in accordance with applicable Federal regulations and instructions, and according to the direction and approval of the State.
- 2.2.7. Shortages in or damages to commodities received from USDA must be immediately reported to the State if the amount exceeds 5% of the total shipment. All other loss and damage to commodities or complaints shall be reported at least monthly to the State. Upon an event creating a claim in favor of the Contractor from loss or damage of commodities caused by warehouse staff, a carrier or other person, the Contractor shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the State.
- 2.2.8. The Contractor assures the State that in its administration of Food Distribution Programs, it will comply with all requirements imposed by or pursuant to Part 15, Subpart A of Title 7, CFR, of the regulations of the US Department of Agriculture including amendments thereto after the date of this agreement. Federal food assistance is extended in reliance on the representations made herein.
- 2.2.9. The State reserves the right to discontinue immediately further shipments of United States Department of Agriculture donated foods to a Contractor who fails to comply with the general intents and purposes set forth in this agreement or any instructions issued pursuant thereto.
- 2.3. WIC & CSFP Administrative Responsibilities
- 2.3.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 2.3.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 2.3.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 2.3.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
- 2.3.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).



Exhibit A – Amendment 2

- 2.3.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
- 2.3.7. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the State.
- 2.3.8. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.3.9. Comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
- 2.3.10. Notify the State about planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.3.11. Conduct special projects as appropriate funding is received.
- 2.3.12. Complete and submit a quarterly time study of all WIC/CSFP/BFPC staff utilizing forms and instructions provided by the State Agency.
- 2.3.13. Submit a report on their progress towards meeting performance measures and a final report on the overall program goals and objectives at the end of the two-year contract period.

2.4. BFPC Responsibilities

- 2.4.1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program, provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
- 2.4.2. Adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire WIC State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
- 2.4.3. Administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
- 2.4.4. Assure adequate program support from local management. The appropriate definition of a peer counselor shall be:
 - 2.4.4.1. Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
 - 2.4.4.2. Paraprofessionals must provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.4.4.3. Must be recruited and hired from the target population.
 - 2.4.4.4. Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.4.5. Have a designated breastfeeding peer counseling program manager or coordinator at the local level.
- 2.4.6. Have defined job parameters and job descriptions for peer counselors.
- 2.4.7. Provide adequate compensation and reimbursement of peer counselors.



Exhibit A – Amendment 2

- 2.4.8. Assure training of local peer counseling management and clinic staff includes use of: *"Loving Support Through Peer Counseling"* curriculum and presentations.
- 2.4.9. Adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.4.10. Assure adequate supervision and monitoring of peer counselors.
- 2.4.11. Establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 2.4.12. Assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3.2. Reporting Requirements

- 3.2.1. Submit quarterly programmatic reports to the DHHS;
- 3.2.2. Submit annual programmatic reports to the DHHS; and
- 3.2.3. Submit monthly invoices to the DHHS for services provided.

4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 4.1.1. Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout the fiscal year;
 - 4.1.2. Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
 - 4.1.3. Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;
 - 4.1.4. Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months; and
 - 4.1.5. Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program.
- 4.2. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

A handwritten signature in black ink, appearing to be "M. J. [unclear]".



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:

- a. \$2,536,668 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$1,267,334 in SFY 2016 and \$1,267,334 in SFY 17.
- b. \$115,093 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$2,765) in SFY 2015, \$58,929 in SFY 2016 and \$58,929 in SFY 17.
- c. \$288,842 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734, (\$27,946) in SFY 2015, \$165,589 in SFY 2016 and \$151,199 in SFY 17.

\$2,940,603 Total

2 The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. 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 SFY 2015, SFY 2016 and SFY 2017 budgets (Exhibits B-1-Amendments #2). 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.



Exhibit B Amendment #1

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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[Handwritten Signature]
2-17-15

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire Services, Inc

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 3,762.00	\$ -	\$ 3,762.00	
2. Employee Benefits	\$ (6,504.00)	\$ -	\$ (6,504.00)	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ (3,451.00)	\$ -	\$ (3,451.00)	
6. Travel	\$ (15,496.00)	\$ -	\$ (15,496.00)	
7. Occupancy	\$ (3,436.00)	\$ -	\$ (3,436.00)	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 509.00	\$ -	\$ 509.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ (1,501.00)	\$ -	\$ (1,501.00)	
11. Staff Education and Training	\$ (500.00)	\$ -	\$ (500.00)	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (SFY15 NWA Travel):	\$ 2,000.00	\$ -	\$ 2,000.00	
Indirect	\$ -	\$ (4,094.00)	\$ (4,094.00)	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ (24,617.00)	\$ (4,094.00)	\$ (28,711.00)	

Exhibit B-1 (SFY 2015) Amendment #2 Budget

Contractor Initials: MS

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire Services, Inc

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 822,119.00	\$ -	\$ 822,119.00	
2. Employee Benefits	\$ 312,733.00	\$ -	\$ 312,733.00	
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 530.00	\$ -	\$ 530.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 8,500.00	\$ -	\$ 8,500.00	
Office	\$ 72,000.00	\$ -	\$ 72,000.00	
6. Travel	\$ 64,200.00	\$ -	\$ 64,200.00	
7. Occupancy	\$ 84,184.57	\$ -	\$ 84,184.57	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	
11. Staff Education and Training	\$ 1,751.89	\$ -	\$ 1,751.89	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 5,500.00	\$ -	\$ 5,500.00	
Indirect	\$ -	\$ 114,333.54	\$ 114,333.54	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,377,518.46	\$ 114,333.54	\$ 1,491,852.00	

Indirect As A Percent of Direct

8.3%

Exhibit B-1 (SFY 2016) Amendment #2 Budget

Contractor Initials: 

Exhibit B-1 Amendment #2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire Services, Inc

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 822,119.00	\$ -	\$ 822,119.00	
2. Employee Benefits	\$ 320,733.00	\$ -	\$ 320,733.00	
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 530.00	\$ -	\$ 530.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 8,500.00	\$ -	\$ 8,500.00	
Office	\$ 72,000.00	\$ -	\$ 72,000.00	
6. Travel	\$ 63,200.00	\$ -	\$ 63,200.00	
7. Occupancy	\$ 68,897.57	\$ -	\$ 68,897.57	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,751.89	\$ -	\$ 1,751.89	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 5,500.00	\$ -	\$ 5,500.00	
Indirect	\$ -	\$ 113,230.54	\$ 113,230.54	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,364,231.46	\$ 113,230.54	\$ 1,477,462.00	

Indirect As A Percent of Direct

8.3%

Exhibit B-1 (SFY 2017) Amendment #2 Budget

Contractor Initials: *WIC*



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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 funders 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 funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

[Signature]
2-17-15

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 7.3. 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:

8. **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:
- 8.1. **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.
 - 8.2. **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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **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.
- 9.1. **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.
 - 9.2. **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.
10. **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 directly 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.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **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.
 - 11.2. **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.
12. **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.
13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
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 governmental 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. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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 that 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: Wherever 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 the 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.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. 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.
2. 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.
3. **Extension:**

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.
4. **Insurance**

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

 - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and Umbrella liability coverage in the amount of \$1,000,000 per occurrence.

[Handwritten Signature]

2-17-15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials

A handwritten signature in black ink, appearing to be "J. [unclear]".

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Southern New Hampshire Services, Inc.

2-17-15
Date

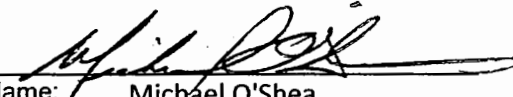
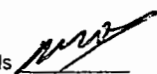

Name: Michael O'Shea
Title: Fiscal Officer

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials 

Date 2-17-15



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



May 28, 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 4 amendment agreements with vendors by increasing the Price Limitation by \$33,575 from \$6,616,240 to \$6,649,815 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013, Item numbers 48, 49, and June 5, 2013, Item number 47 and 95.

Summary of contracted amounts by vendor:

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

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

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

See attachment for financial details

100% federal

EXPLANATION

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

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

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

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

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

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

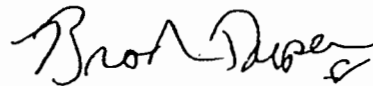
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2014
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Area to be served is statewide.

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

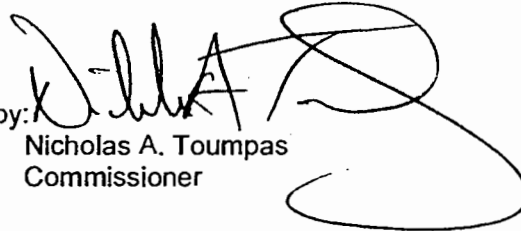
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

Southern NH Services, Inc.

Vendor #177198-B006

PO # 1031531

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

Southwestern Community Services, Inc.

Vendor #177511-R001

PO # 1031532

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

FINANCIAL DETAIL ATTACHMENT SHEET

WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

Community Action Program-Belknap and Merrimack Counties, Inc.

Vendor #177203-B003

PO # 1030585

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

Goodwin Community Health

Vendor #154703-B001

PO # 1017160

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

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

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

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

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



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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

To amend as follows:

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

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

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

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



Delete Paragraph 6

Replace with:

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

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

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

New Hampshire Department of Health and Human Services



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

State of New Hampshire
Department of Health and Human Services

5/29/14
Date

Brook Dupee
Brook Dupee
Bureau Chief

Southern New Hampshire Services, Inc.

5-18-14
Date

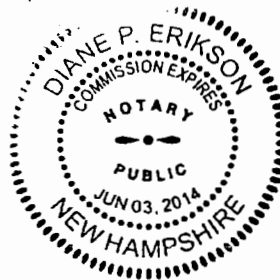
Gale F. Hennessy
Name: Gale F. Hennessy
Title: Executive Director

Acknowledgement:

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

Diane P. Erikson, Notary Public
Signature of Notary Public or Justice of the Peace

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



New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wiant
Name: Rosemary Wiant
Title: AG

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

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

2. Required Activities

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

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

3. Performance Measures

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

Access to Nutrition Services:

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

Obesity Prevention:

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

GA

5-12-14

Exhibit B-1 (2014) - Amendment 1

Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: WIC Nutrition Program

(Name of RFP)

Budget Period: SFY 2014

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

Indirect As A Percent of Direct

0.0%

NH DHHS

Exhibit B-1 - (2015) Amendment 1

October 2013

Page 1 of 1

Contractor Initials: JS

Date: 5-12-14

Exhibit B-1 (2015) - Amendment 1

Budget

New Hampshire Department of Health and Human Services

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

Budget Request for: WIC Nutrition Program

(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 4,900.00	\$ -	\$ 4,900.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 156.00	\$ -	\$ 156.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 6,556.00	\$ -	\$ 6,556.00	

Indirect As A Percent of Direct

0.0%

NH DHHS

Exhibit B-1 - (2016) Amendment 1

October 2013

Page 1 of 1

Contractor Initials: S-12-17

Date: 6/11



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



April 1, 2013

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

G&C Approved

Date 6/5/2013

Item # 47

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

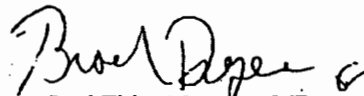
- 62% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.
- 16% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 75% of WIC infants will be breastfed.
- 26% of WIC participants will exclusively breastfeed until 3 months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

Area served: Hillsborough and Rockingham Counties.

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

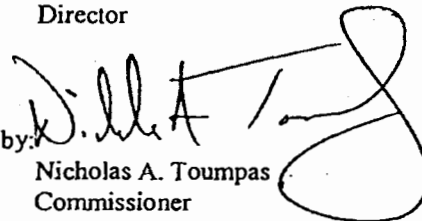
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/lr

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



April 1, 2013

G&C Approval Date: 05-15-13

G&C Item #: 47

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

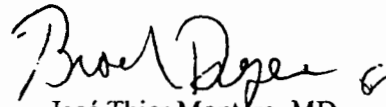
- 62% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.
- 16% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 75% of WIC infants will be breastfed.
- 26% of WIC participants will exclusively breastfeed until 3 months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

Area served: Hillsborough and Rockingham Counties.

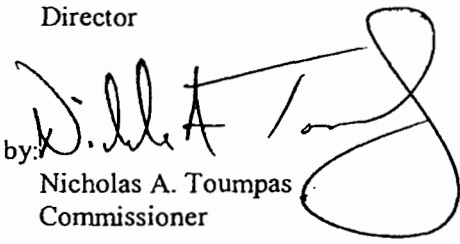
Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

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

Respectfully submitted,


José Thier Montero, MD
Director

Approved by:


Nicholas A. Toumpas
Commissioner

JTM/lr

Program Name

Contract Purpose

RFP Score Summary

WIC-CSFP-BFPC

Public health nutrition services

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

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

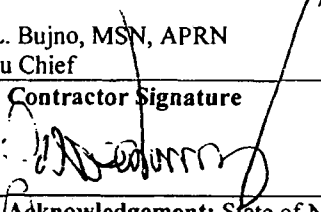
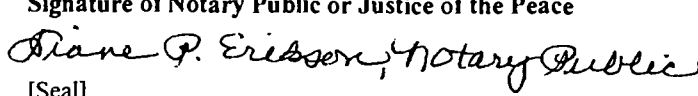
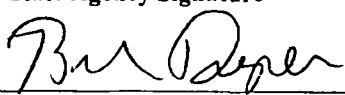
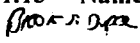
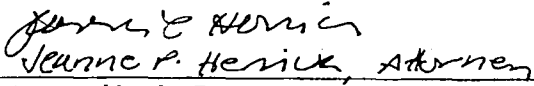
RFP Reviewers

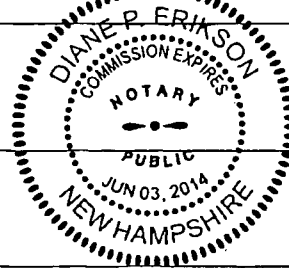
Name	Job Title	Dept/Agency	Qualifications
1 Lisa Richards	Program Planner	DHHS, DPHS	Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years.
2 Margaret Murphy	Administrator	DHHS, DPHS	
3 Marisa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

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

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

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



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

7. PERSONNEL.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Southern New Hampshire Services, Inc.

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

Executive Director: Gale Hennessy

TELEPHONE: 603-668-8010

The Contractor shall:

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

1.1 Culturally and Linguistically Appropriate Standards of Care

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

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

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

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

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

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

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

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

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

CSFP Responsibilities:

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

CSFP Warehouse Responsibilities:

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

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

WIC & CSFP Administrative Responsibilities:

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

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

BFPC Responsibilities:

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

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

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

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

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Southern New Hampshire Services, Inc.

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

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

Vendor #177198 B006

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

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

TOTAL: \$3,061,126

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

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

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Southern New Hampshire Services, Inc.

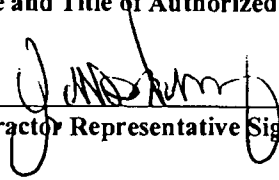
From: July 1, 2013 or date of G&C Approval, whichever is later **To: June 30, 2015**

Contractor Name

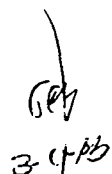
Period Covered by this Certification

Gale F. Hennessy, Executive Director

Name and Title of Authorized Contractor Representative


Contractor Representative Signature

3-4-13
Date



NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

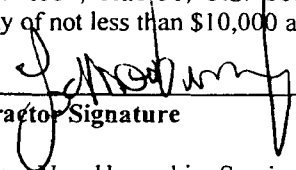
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

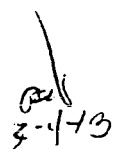

Contractor Signature

Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.
Contractor Name

3-1-13
Date



NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

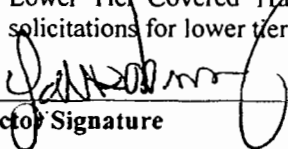
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


Contractor Signature

Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

3.4.13

Date


3.11.13

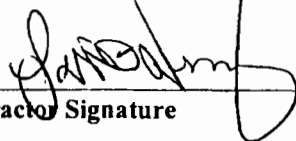
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	Executive Director
Contractor Signature	Contractor's Representative Title
Southern New Hampshire Services	3-4-15
Contractor Name	Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Contractor Signature

Executive Director
Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

3-4-13

Date

600
2-4-13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

The State Agency Name

Southern New Hampshire Services, Inc.

Name of Contractor

Signature of Authorized Representative

Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative

Gale F. Hennessy

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

Executive Director

Title of Authorized Representative

Date

Date

3-4-13

GA
21-13

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

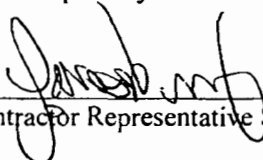
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


(Contractor Representative Signature)

Gale F. Hennessy, Executive Director
(Authorized Contractor Representative Name & Title)

Southern New Hampshire Services, Inc.
(Contractor Name)

3-4-13
(Date)


3-4-13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 088584065

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

X YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:



**New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling
Programs**

This 3rd Amendment to the WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs contract (hereinafter referred to as "Amendment #3") dated this, July 27, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 63 Community Way, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (item #95), amended June 18, 2014 (item #89) and amended April 8, 2015 (item #25), 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 of the Agreement, the State may amend the contract by written agreement of the parties; subject to the approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$1,386,000
2. Standard Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Paragraph 1, to read:
This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Health and Human Services, U.S. Department of Agriculture, Food and Nutrition Service, Supplemental Nutrition Program for Women, Infants, and Children and #10.565 U.S. Department of Health and Human Services, U.S. Department of Agriculture, Community Supplemental Food Program in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3, to read:
This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. 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 SFY 2015 (Exhibit B-1, Amendment #2) and SFY 2016 and SFY 2017 budgets (Exhibits B-1, Amendment #3)
4. Delete Exhibit B-1, Amendment #2, SFY 2016 and SFY 2017 and replace with Exhibit B-1, Amendment #3, SFY 2016 and SFY 2017



**New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**

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,

8/24/15
Date

State of New Hampshire
Department of Health and Human Services

[Signature]
NAME Brock R. Dufee
TITLE Deputy Chief

8/11/15
Date

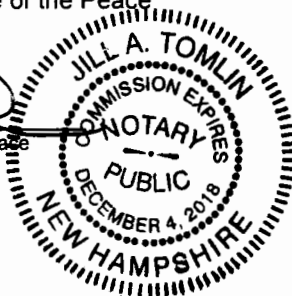
[Signature]
NAME John A. Manning
TITLE Chief Executive Officer

Acknowledgement:

State of New Hampshire County of Cheshire on 8/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace
Jill Tomlin, Notary





New Hampshire Department of Health and Human Services
WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/13/15
Date

[Signature]
Name: Megan A. York
Title: Attorney

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:

Appendix C

Exhibit B-1, Amendment #3 SFY 2016

New Hampshire Department of Health and Human Services

Bidder Name: Southwestern Community Services, Inc.

WIC, Commodity Supplemental Food and Breastfeeding Peer
Budget Request for: Counseling Program
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 180,323.00	\$ -	\$ 180,323.00	
2. Employee Benefits	\$ 76,464.00	\$ -	\$ 76,464.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 16,320.00	\$ -	\$ 16,320.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,600.00	\$ -	\$ 1,600.00	
Office	\$ 1,600.00	\$ -	\$ 1,600.00	
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00	
NWA	\$ 2,000.00			
7. Occupancy	\$ 22,584.00	\$ -	\$ 22,584.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,912.00	\$ -	\$ 3,912.00	
Postage	\$ 1,800.00	\$ -	\$ 1,800.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements		\$ -	\$ -	
13. Other (specific details mandated)	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 1,620.00	\$ -	\$ 1,620.00	
Training/Meeting	\$ 4,000.00	\$ -	\$ 4,000.00	
Indirect Expense		\$ 24,786.00		
	\$ -	\$ -	\$ -	
TOTAL	\$ 325,423.00	\$ 24,786.00	\$ 350,209.00	

Indirect As A Percent of Direct

7.6%

Contractor Initials: JM

Date: 8/11/15

Exhibit B-1, Amendment #3 SFY 2017

New Hampshire Department of Health and Human Services

Bidder Name: Southwestern Community Services

Budget Request for: WIC, Commodity Supplemental Food and Breastfeeding Peer
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 180,323.00	\$ -	\$ 180,323.00	
2. Employee Benefits	\$ 76,464.00	\$ -	\$ 76,464.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 16,320.00	\$ -	\$ 16,320.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,600.00	\$ -	\$ 1,600.00	
Office	\$ 1,600.00	\$ -	\$ 1,600.00	
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00	
NWA	\$ 2,000.00		\$ 2,000.00	
7. Occupancy	\$ 22,584.00	\$ -	\$ 22,584.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,912.00	\$ -	\$ 3,912.00	
Postage	\$ 1,800.00	\$ -	\$ 1,800.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements		\$ -	\$ -	
13. Other (specific details mandated)	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 1,620.00	\$ -	\$ 1,620.00	
Infrastructure Funds (Tablets)	\$ 16,530.00		\$ 16,530.00	
Training/Meeting	\$ -	\$ -	\$ -	
Indirect Expense		\$ 24,786.00	\$ 24,786.00	
	\$ -	\$ -	\$ -	
TOTAL	\$ 337,953.00	\$ 24,786.00	\$ 362,739.00	

Indirect As A Percent of Direct

7.3%

Contractor Initials: JM
Date: 6/11/15

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 19, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April, A.D. 2015

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elaine M. Amer, Clerk/Treasurer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/27/12:
(Date)

RESOLVED: That the corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Community Services Block Grant (CSBG) services.

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of August, 20 15.
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)
of the Corporation.

Elaine M. Amer
(Signature of the Elected Officer)

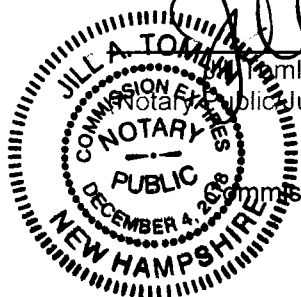
STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 11th day of August, 20 15.

By Elaine M. Amer
(Name of Elected Officer of the Agency)

Jill A. Tomlin
Jill A. Tomlin, Notary
(Notary Public, Justice of the Peace)
Commission Expires: 12.4.18





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		CONTACT NAME: PHONE (A/C, No., Ext): 603-352-2121 FAX (A/C, No.): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com		
INSURED SOUTHWESTERNCOM Southwestern Comm Services Inc PO Box 603 Keene NH 03431		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Philadelphia Insurance Company		0
		INSURER B : Maine Employer Mutual Insurance Co.		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1806603135

REVISION NUMBER:

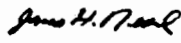
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK1353009	6/30/2015	6/30/2016	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 ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			PHPK1353009	6/30/2015	6/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			PHUB503676	6/30/2015	6/30/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3102800768	4/1/2015	4/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Statutory coverage provided for State of NH
All Executive Officers are included in the Workers Compensation coverage

CERTIFICATE HOLDER

State of New Hampshire Dept of Health & Human Services Contracts & Procurement Unit 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



February 17, 2015

G&C Approved

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Date

4/8/15

Item #

25

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise renewal options and amend four contracts with vendors by increasing the Price Limitation by \$6,555,737 from \$6,649,815 to \$13,205,552 to provide statewide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling program services to low income women, children, and seniors effective date of Governor and Council approval, and extend the Completion Date from June 30, 2015 to June 30, 2017, effective the date of Governor and Council approval. These agreements were originally approved by Governor and Council on May 15, 2013. Item numbers 47, 48, 49, and June 5, 2013, Item number 95, and amended June 18, 2014, Item #89. 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	Vendor Location	Current Modified Budget	Total Increase	Revised Modified Budget
Community Action Program of Belknap and Merrimack Counties, Inc	Concord, NH	1,984,552	1,943,576	3,928,128
Goodwin Community Health	Somersworth, NH	924,110	977,714	1,901,824
Southern New Hampshire Services, Inc	Manchester, NH	3,069,527	2,940,603	6,010,130
Southwestern Community Services, Inc	Keene, NH	671,626	693,844	1,365,470
TOTAL		\$6,649,815	\$6,555,737	\$13,205,552

Funds to support this request are anticipated to be available in SFY 2016 and SFY 2017 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

See attachment for financial details

EXPLANATION

This requested action seeks approval of four agreements that represent \$6,555,737 to be spent statewide to continue to provide direct nutrition services monthly to low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program has shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and clients statewide would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

As referenced in the original Governor and Council letters and in the Exhibit Cs, these competitively procured Agreements have 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.

Contracts were awarded to these four vendors through a competitive bid process. The bid scoring summary is attached.

The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout each fiscal year;
- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

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The Women, Infants and Children Nutrition Program has shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and clients statewide would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

As referenced in the original Governor and Council letters and in the Request for Proposals, these competitively procured Agreements have 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.

Contracts were awarded to these four vendors through a competitive bid process. The bid scoring summary is attached.

The Contractor shall ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout each fiscal year;
- Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
- Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;

- Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months;
- Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program; and
- Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

Area to be served is statewide.

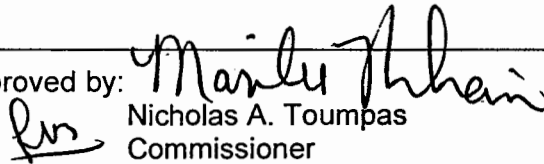
Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


José Thier Montero, MD, MHCDS
Director

Approved by:


Nicholas A. Toumpas
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

100% Federal Funds

Community Action Program of Belknap and Merrimack Counties, Inc Vendor # 177203 B003 PO # 1060585

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	380,450.00	-	380,450.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	199,694.00	-	199,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	40,087.00	-	40,087.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	56,761.00	-	56,761.00
			Sub-Total	992,453.00	-	992,453.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	50,580.00	-	50,580.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	35,407.00	-	35,407.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	382,296.00	-	382,296.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	229,474.00	-	229,474.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	199,694.00	(9,877.00)	189,817.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	40,087.00	(3,357.00)	36,730.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	54,561.00	2,000.00	56,561.00
			Sub-Total	992,099.00	(11,234.00)	980,865.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	187,773.00	187,773.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	978,905.00	978,905.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	43,530.00	43,530.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	35,787.00	35,787.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	393,936.00	393,936.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	224,349.00	224,349.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	184,773.00	184,773.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	36,730.00	36,730.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	56,800.00	56,800.00
			Sub-Total	-	975,905.00	975,905.00
			Sub-Total	1,984,552.00	1,943,576.00	3,928,128.00

'NANCIAL DETAIL ATTACHMENT SHE
WIC Local Agency Amendments

Goodwin Community Health

Vendor #

154703 B001

PO #

1017160

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	252,288.00	-	252,288.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	24,119.00	-	24,119.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	30,718.00	-	30,718.00
			Sub-Total	461,983.00	-	461,983.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	57,235.00	-	57,235.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	15,115.00	-	15,115.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	252,732.00	-	252,732.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	76,549.00	-	76,549.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	5,959.00	-	5,959.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	24,119.00	(574.00)	23,545.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	30,418.00	2,000.00	32,418.00
			Sub-Total	462,127.00	1,426.00	463,553.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
~~SFY 2016~~	~~102-500734~~	~~Contracts for Prog Svc~~	~~90006007~~	~~-~~	~~5,959.00~~	~~5,959.00~~
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	50,731.00	50,731.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	14,543.00	14,543.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	282,023.00	282,023.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	75,463.00	75,463.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	5,959.00	5,959.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	23,545.00	23,545.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	35,880.00	35,880.00
			Sub-Total	-	488,144.00	488,144.00
			Sub-Total	924,110.00	977,714.00	1,901,824.00

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

Southern New Hampshire Services, Inc

Vendor # 177198 B006

PO #

1031531

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	641,900.00	-	641,900.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	203,282.00	-	203,282.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	61,694.00	-	61,694.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	100,968.00	-	100,968.00
			Sub-Total	1,532,558.00	-	1,532,558.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	200,172.00	-	200,172.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	68,694.00	-	68,694.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	645,111.00	-	645,111.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	255,848.00	-	255,848.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	203,282.00	(27,946.00)	175,336.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	61,694.00	(2,765.00)	58,929.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	102,168.00	2,000.00	104,168.00
			Sub-Total	1,536,969.00	(28,711.00)	1,508,258.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	165,589.00	165,589.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,491,852.00	1,491,852.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	209,727.00	209,727.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	67,733.00	67,733.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	630,698.00	630,698.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	257,642.00	257,642.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	151,199.00	151,199.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	58,929.00	58,929.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	101,534.00	101,534.00
			Sub-Total	-	1,477,462.00	1,477,462.00
			Sub-Total	3,069,527.00	2,940,603.00	6,010,130.00

**FINANCIAL DETAIL ATTACHMENT SHEET
WIC Local Agency Amendments**

Southwestern Community Services, Vendor #

Vendor # 177511 R001

PO #

1031532

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2014	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2014	102-500734	Contracts for Prog Svc	90006003	169,615.00	-	169,615.00
SFY 2014	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2014	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2014	102-500734	Contracts for Prog Svc	90006022	15,912.00	-	15,912.00
SFY 2014	102-500734	Contracts for Prog Svc	90006041	22,763.00	-	22,763.00
			Sub-Total	329,062.00	-	329,062.00
SFY 2015	102-500734	Contracts for Prog Svc	90006001	41,212.00	-	41,212.00
SFY 2015	102-500734	Contracts for Prog Svc	90006002	9,827.00	-	9,827.00
SFY 2015	102-500734	Contracts for Prog Svc	90006003	171,317.00	-	171,317.00
SFY 2015	102-500734	Contracts for Prog Svc	90006004	64,772.00	-	64,772.00
SFY 2015	102-500734	Contracts for Prog Svc	90006007	4,961.00	-	4,961.00
SFY 2015	102-500734	Contracts for Prog Svc	90006022	15,912.00	(574.00)	15,338.00
SFY 2015	102-500734	Contracts for Prog Svc	90006041	34,563.00	2,000.00	36,563.00
			Sub-Total	342,564.00	1,426.00	343,990.00
SFY 2016	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2016	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2016	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2016	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
SFY 2016	102-500734	Contracts for Prog Svc	90006007	-	4,961.00	4,961.00
SFY 2016	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2016	102-500734	Contracts for Prog Svc	90006041	-	30,352.00	30,352.00
			Sub-Total	-	348,209.00	348,209.00
SFY 2017	102-500734	Contracts for Prog Svc	90006001	-	42,283.00	42,283.00
SFY 2017	102-500734	Contracts for Prog Svc	90006002	-	8,034.00	8,034.00
SFY 2017	102-500734	Contracts for Prog Svc	90006003	-	188,057.00	188,057.00
SFY 2017	102-500734	Contracts for Prog Svc	90006004	-	59,184.00	59,184.00
SFY 2017	102-500734	Contracts for Prog Svc	90006007	-	4,961.00	4,961.00
SFY 2017	102-500734	Contracts for Prog Svc	90006022	-	15,338.00	15,338.00
SFY 2017	102-500734	Contracts for Prog Svc	90006041	-	26,352.00	26,352.00
			Sub-Total	-	344,209.00	344,209.00
			Sub-Total	671,626.00	693,844.00	1,365,470.00
			Total	6,649,815.00	6,555,737.00	13,205,552.00

Program Name WIC-CSFP-BFPC
 Contract Purpose Public health nutrition services
 RFP Score Summary

RFA/RFP CRITERIA	Max Pts	Community Action Program Belknap Merrimack Counties, Concord, NH	Goodwin Community Health, Somersworth, NH	Southern New Hampshire Services, Manchester, NH	Southwestern Community Services, Keene, NH				
Agency Capacity	30	29.33	26.00	20.67	19.67	0.00	0.00	0.00	0.00
Program Structure	50	45.00	39.50	31.67	39.00	0.00	0.00	0.00	0.00
Budget and Justification	15	13.33	12.00	15.00	15.00				
Format	5	5.00	4.33	3.33	3.00	0.00	0.00	0.00	0.00
Total	100	92.67	81.83	70.67	76.67	0.00	0.00	0.00	0.00

BUDGET REQUEST	Year 01	Year 02	Year 03
TOTAL BUDGET REQUEST	1,977,206.00	921,404.00	3,061,126.00
BUDGET AWARDED			
TOTAL BUDGET AWARDED	1,977,206.00	921,404.00	3,061,126.00

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Lisa Richards	Program Planner	DHHS, DPHS	Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years.
2	Margaret Murphy	Administrator	DHHS, DPHS	Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.
3	Marisa Lara	Health Promotion Advisor	DHHS, DPHS	Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.
4				
5				
6				
7				
8				
9				
10				



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the**

WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

This 2nd Amendment to the Southwestern Community Services, Inc. contract (hereinafter referred to as "Amendment Two") dated this 9th day of February, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 63 Community Way, PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2013, Item #95, and amended on June 18, 2014, Item #89, 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 parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$1,365,470

3. Delete Exhibit A and Exhibit A Amendment 1 and replace with Exhibit A Amendment #2

4. Delete Exhibit B and replace with Exhibit B Amendment #1

5. Amend Budget to add:

- Exhibit B-1 (SFY 2015) Amendment #2 Budget
- Exhibit B-1 (SFY 2016) Amendment #2 Budget
- Exhibit B-1 (SFY 2017) Amendment #2 Budget

6. Delete Exhibit C and replace with Exhibit C Amendment #1

7. Add Exhibit C-1 Revisions to General Provisions



New Hampshire Department of Health and Human Services

8. Delete Exhibit G and replace with Exhibit G 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

2/23/15
Date

[Signature]
Brook Dupee
Bureau Chief

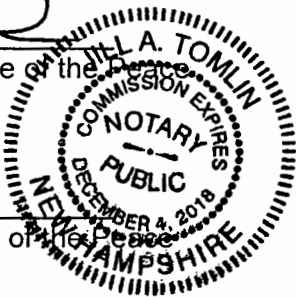
Southwestern Community Services, Inc.

2/17/15
Date

[Signature]
Name: John A MANNING
Title: CEO

Acknowledgement:

State of NH, County of Cheshire on 2-17-15, 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
Jill A Tomlin
Name and Title of Notary or Justice of the Peace


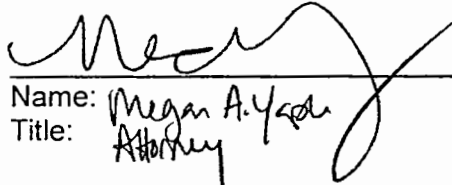
My Commission Expires: 12-4-18



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/16/15
Date


Name: Megan A. Yoda
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 2

SCOPE OF SERVICES

1. Project Description

Southwestern Community Services, Inc., will provide public health nutrition services to low income women, infants, children, and seniors enrolled in the Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), and Breastfeeding Peer Counseling Programs (BFPC).

2. Required Activities

2.1. The Contractor shall:

- 2.1.1. Provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to (1,830) participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.2. Provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to (529) (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 100% of contracted caseload monthly.
- 2.1.3. Ensure the Contractor's WIC Director attends the national education conference sponsored by the National WIC Association in May 2015.
- 2.1.4. Adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire WIC and CSFP State Plans, Policy and Procedure Manual, and the NH Administrative Rules.
- 2.1.5. Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all program materials.
- 2.1.6. Be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
- 2.1.7. The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants. The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
- 2.1.8. The Contractor shall make referrals to Medicaid and the Food Stamp Program, and shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.1.9. The Contractor shall make nutrition education available to each WIC Program participant according to individual needs.
- 2.1.10. The Contractor shall be responsible for issuing food benefits in compliance with the Policy and Procedure Manual.

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Exhibit A – Amendment 2

- 2.1.11. The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.
 - 2.1.12. The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
 - 2.1.13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
 - 2.1.14. As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
 - 2.1.15. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
 - 2.1.16. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
 - 2.1.17. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH.
- 2.2. WIC & CSFP Administrative Responsibilities
- 2.2.1. Maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
 - 2.2.2. Maintain a recommended ratio of 350-400 participants to one FTE staff person.
 - 2.2.3. Maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
 - 2.2.4. The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
 - 2.2.5. The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national or regional training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).
 - 2.2.6. If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.

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Exhibit A – Amendment 2

- 2.2.7. Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the State.
- 2.2.8. Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.9. Comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
- 2.2.10. Notify the State about planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.11. Conduct special projects as appropriate funding is received.
- 2.2.12. Complete and submit a quarterly time study of all WIC/CSFP/BFPC staff utilizing forms and instructions provided by the State Agency.
- 2.2.13. Submit a report on their progress towards meeting performance measures and a final report on the overall program goals and objectives at the end of the two-year contract period.

2.3. BFPC Responsibilities

- 2.3.1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program, provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
- 2.3.2. Adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire WIC State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
- 2.3.3. Administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
- 2.3.4. Assure adequate program support from local management. The appropriate definition of a peer counselor shall be:
 - 2.3.4.1. Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.
 - 2.3.4.2. Paraprofessionals must provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.3.4.3. Must be recruited and hired from the target population.
 - 2.3.4.4. Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.3.5. Have a designated breastfeeding peer counseling program manager or coordinator at the local level.
- 2.3.6. Have defined job parameters and job descriptions for peer counselors.
- 2.3.7. Provide adequate compensation and reimbursement of peer counselors.
- 2.3.8. Assure training of local peer counseling management and clinic staff includes use of: *"Loving Support Through Peer Counseling"* curriculum and presentations.



Exhibit A – Amendment 2

- 2.3.9. Adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.3.10. Assure adequate supervision and monitoring of peer counselors.
- 2.3.11. Establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 2.3.12. Assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

3. Compliance and Reporting Requirements

3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3.2. Reporting Requirements

- 3.2.1. Submit quarterly programmatic reports to the DHHS;
- 3.2.2. Submit annual programmatic reports to the DHHS; and
- 3.2.3. Submit monthly invoices to the DHHS for services provided.

4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 4.1.1. Serve 100% of the assigned Women, Infants and Children and 100% of the assigned Commodity Supplemental Food Programs caseload throughout the fiscal year;
 - 4.1.2. Increase the percent of prenatal clients enrolled in the Women, Infants, and Children Program by the 14th week of pregnancy;
 - 4.1.3. Increase the percent of women enrolled in the Women, Infants and Children Program who initiate breastfeeding during the early postpartum period;
 - 4.1.4. Increase the percent of women enrolled in the Women, Infants and Children Program who continue breastfeeding at six months; and
 - 4.1.5. Increase rates of exclusive breastfeeding in women enrolled in the Women, Infants and Children Program.
- 4.2. Annually, the Contractor shall develop and submit to the DHHS a corrective action plan for any performance measure that was not achieved.

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Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Funding sources is available as follows and shall not exceed:

- a. \$653,820 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH703W1003, Account # 05-95-90-902010-5260-102-500734, \$2,000 in SFY 2015, \$327,910 in SFY 2016 and \$323,910 in SFY 17.
- b. \$30,102 = 100% federal funds from the US Department of Agriculture, CFDA #10.557, Federal Award Identification Number (FAIN) 15154NH743W5003, Account # 05-95-90-902010-5260-102-500734, (\$574) in SFY 2015, \$15,338 in SFY 2016 and \$15,338 in SFY 17.
- c. \$9,922 = 100% federal funds from the US Department of Agriculture, CFDA #10.565, Federal Award Identification Number (FAIN) 15154NH814Y8005, Account # 05-95-90-902010-5260-102-500734 \$4,961 in SFY 2016 and \$4,961 in SFY 17.

\$693,844 Total

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month. 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 SFY 2015, SFY 2016 and SFY 2017 budgets (Exhibits B-1 Amendments #2). 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.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty

Exhibit B Amendment #1

Contractor Initials gm

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Exhibit B Amendment #1

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- (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
 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.
 7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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Exhibit B-1 Amendment #2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc

Budget Request for: WIC, Commodity Supplemental Food and
Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ (574.00)	\$ -	\$ (574.00)	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (SFY 15 NWA Travel):	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,426.00	\$ -	\$ 1,426.00	

Exhibit B-1 (SFY 2015) Amendment #2 Budget

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Exhibit B-1 Amendment #2 Budg

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2016

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 180,323.00	\$ -	\$ 180,323.00	
2. Employee Benefits	\$ 76,464.00	\$ -	\$ 76,464.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 16,320.00	\$ -	\$ 16,320.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,600.00	\$ -	\$ 1,600.00	
Office	\$ 1,600.00	\$ -	\$ 1,600.00	
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00	
7. Occupancy	\$ 22,584.00	\$ -	\$ 22,584.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,912.00	\$ -	\$ 3,912.00	
Postage	\$ 1,800.00	\$ -	\$ 1,800.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 4,000.00	\$ -	\$ 4,000.00	
Mobile Internet Services	\$ 1,620.00	\$ -	\$ 1,620.00	
Indirect	\$ -	\$ 24,786.00	\$ 24,786.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 323,423.00	\$ 24,786.00	\$ 348,209.00	

Indirect As A Percent of Direct

7.7%

Exhibit B-1 (SFY 2016) Amendment #2 Budget

Contractor Initials: Jm

Exhibit B-1 Amendment #2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southwestern Community Services, Inc

WIC, Commodity Supplemental Food and
Budget Request for: Breastfeeding Peer Counseling Program
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 180,323.00	\$ -	\$ 180,323.00	
2. Employee Benefits	\$ 76,464.00	\$ -	\$ 76,464.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 16,320.00	\$ -	\$ 16,320.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,600.00	\$ -	\$ 1,600.00	
Office	\$ 1,600.00	\$ -	\$ 1,600.00	
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00	
7. Occupancy	\$ 22,584.00	\$ -	\$ 22,584.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,912.00	\$ -	\$ 3,912.00	
Postage	\$ 1,800.00	\$ -	\$ 1,800.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mobile Internet Services	\$ 1,620.00	\$ -	\$ 1,620.00	
Indirect	\$ -	\$ 24,786.00	\$ 24,786.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 319,423.00	\$ 24,786.00	\$ 344,209.00	

Indirect As A Percent of Direct

7.8%

Exhibit B-1 (SFY 2017) Amendment #2 Budget

Contractor Initials: Jm



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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 funders 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 funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. 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:

8. **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:
- 8.1. **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.
 - 8.2. **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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **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.
- 9.1. **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.
 - 9.2. **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.
10. **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 directly 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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **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.
 - 11.2. **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.
12. **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.
13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
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 governmental 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. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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 that 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: Wherever 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 the 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.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. 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.
2. 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.
3. **Extension:**

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.
4. **Insurance**

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

 - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and Umbrella liability coverage in the amount of \$1,000,000 per occurrence.

Jm

2/17/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Contractor Initials

gm

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

6/27/14

Rev. 10/21/14

Page 1 of 2

Date

2/17/15



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Southwestern Community Services, Inc.

2/17/15
Date


Name: JOHN A MANNING
Title: CEO

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials gm

Date 2/17/15



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4546 1-800-852-3345 Ext. 4546
Fax: 603-271-4779 TDD Access: 1-800-735-2964



G&C Approval Date: 06-05-2013

G&C Item #: 95

March 29, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Southwestern Community Services, Inc. (Vendor #177511 R001), 63 Community Way, PO Box 603, Keene, New Hampshire 03431, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$656,504.00, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC
SUPPLEMENTAL NUTRITION PRG

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	90006001	41,212.00
SFY 14	102-500734	Contracts for Prog Svc	90006002	9,827.00
SFY 14	102-500734	Contracts for Prog Svc	90006003	168,905.00
SFY 14	102-500734	Contracts for Prog Svc	90006004	64,772.00
SFY 14	102-500734	Contracts for Prog Svc	90006007	4,961.00
SFY 14	102-500734	Contracts for Prog Svc	90006022	15,912.00
SFY 14	102-500734	Contracts for Prog Svc	90006041	22,763.00
			Sub-Total	\$328,352.00

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 15	102-500734	Contracts for Prog Svc	90006001	41,212.00
SFY 15	102-500734	Contracts for Prog Svc	90006002	9,827.00
SFY 15	102-500734	Contracts for Prog Svc	90006003	168,905.00
SFY 15	102-500734	Contracts for Prog Svc	90006004	64,772.00
SFY 15	102-500734	Contracts for Prog Svc	90006007	4,961.00
SFY 15	102-500734	Contracts for Prog Svc	90006022	15,912.00
SFY 15	102-500734	Contracts for Prog Svc	90006041	22,563.00
			Sub-Total	\$328,152.00
			Total	\$656,504.00

EXPLANATION

Funds in this agreement will be used by Southwestern Community Services, Inc. to provide direct nutrition services monthly to 2,598 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Cheshire and Sullivan Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program has been shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low-income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 2,598 clients in Cheshire and Sullivan Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

Southwestern Community Services, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Healthy Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that an RFP was posted: there was no bidders' conference held.

Four proposals were received. There was only one respondent to provide services in the Cheshire and Sullivan Counties service area. There were three proposal reviewers, all of whom are currently employed in the Division of Public Health Services, Healthy Eating and Physical Activity Section. All reviewers have between five and twenty years experience in developing Request for Proposals, reviewing nutrition proposals and managing agreements with vendors for chronic disease and nutrition services. Each reviewer reviewed and scored the proposal using a standardized scoring form and criteria. The Bid Summary is attached.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 29, 2013
Page 3

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$694,832. This represents a decrease of \$38,328 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

The following performance measures will be used to measure the effectiveness of the agreement.

- 66% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.
- 15% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 74% of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeed until 3 months and 26% of WIC participants will exclusively breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Cheshire and Sullivan Counties.

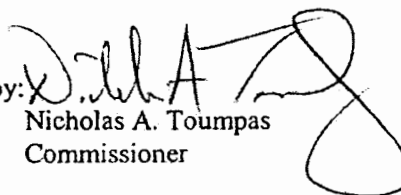
Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

JTM/lr

Program Name WIC-CSFP-BFPC
 Contract Purpose Public health nutrition services
 RFP Score Summary

	Max Pts	Community Action Program Belknap Merrimack Counties, Concord, NH	Goodwin Community Health, Somersworth, NH	Southern New Hampshire Services, Manchester, NH	Southwestern Community Services, Keene, NH			
RFA/RFP CRITERIA								
Agency Capacity	30	29.33	26.00	20.67	19.67	0.00	0.00	0.00
Program Structure	50	45.00	39.50	31.67	39.00	0.00	0.00	0.00
Budget and Justification	15	13.33	12.00	15.00	15.00			
Format	5	5.00	4.33	3.33	3.00	0.00	0.00	0.00
Total	100	92.67	81.83	70.67	76.67	0.00	0.00	0.00

BUDGET REQUEST	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET REQUEST		1,977,206.00	921,404.00	3,061,126.00	656,504.00			
BUDGET AWARDED	Year 01							
	Year 02							
	Year 03							
TOTAL BUDGET AWARDED		1,977,206.00	921,404.00	3,061,126.00	656,504.00			

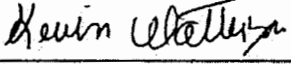
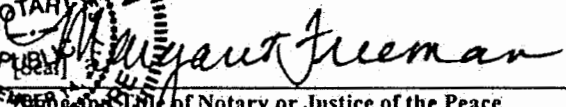
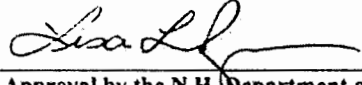
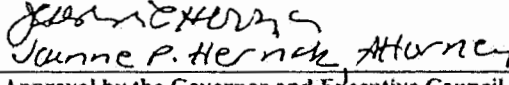
RFP Reviewers

Name	Job Title	Dept/Agency	Qualifications
1 Lisa Richards	Program Planner	DHHS, DPHS	Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years.
2 Margaret Murphy	Administrator	DHHS, DPHS	
3 Marisa Lara	Health Promotion Advisor	DHHS, DPHS	
4			Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years.
5			Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH.
6			
7			
8			
9			
10			

Subject: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way, PO Box 603 Keene NH 03431	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 010-090-5260-102-500734	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$656,504
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kevin Watterson, Chairperson SCS Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>4/23/13</u> , the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person who is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
Signature of Notary Public or Justice of the Peace 			
1.13 Signature of Notary or Justice of the Peace Margaret Freeman, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>29 April 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of such notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services

Exhibit A

Scope of Services

WIC-CSFP-BFPC Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Southwestern Community Services, Inc.

ADDRESS: 63 Community Way, PO Box 603
Keene NH 03431

Executive Director: William Marcello
TELEPHONE: 603-352-7512

The Contractor shall:

I. During the period of the contract, the Contractor shall provide benefits and services as follows:

I.1 Culturally and Linguistically Appropriate Standards of Care

The Division of Public Health Services recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division expects that providers and organizations will provide culturally and linguistically appropriate services according to the following guidelines:

- a. Assess the ethnic/cultural needs, resources and assets of their community.
- b. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- c. When appropriate, provide clients of minimal English skills with interpretation services.
- d. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

I.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 1,962 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

I.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 636 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

I.4 The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, Policy and Procedure Manual, and the NH Administrative Rules.

I.5 The Contractor shall adhere to USDA Office of Civil Rights policies, including insertion of the non-discrimination statement on all outreach materials.

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
 - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
 - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
 - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
 - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
 - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
 - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

- 8.2 The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
9. The Contractor shall maintain all CSFP Food issuance registers for a period not less than three years following the period of the contract in which the CSFP food package was issued.
10. The Contractor shall terminate from the Program, participating individuals who have enrolled for the maximum period of time specified by the Federal Regulations governing the WIC or CSF Program or who fail to participate for two consecutive months. Individuals being disqualified, suspended or terminated prior to the expiration of the present period of eligibility certification shall be given written notice of impending termination on forms provided by the State and the opportunity to request a Fair Hearing. The Contractor shall provide at least 15 days' oral or written notice of the expiration of the current benefit period.
11. The Contractor shall provide individuals who are denied participation with a written explanation on forms provided by the State for the denial of eligibility and shall provide such individuals with the opportunity to request a Fair Hearing regarding the reason for denial.
12. At the direction of the State, the Contractor shall take administrative action against participants found to be abusing Program benefits. Persons found to be participating in both the WIC Program and the CSF Program, or in two WIC or CSF Programs provided by different Contractors shall be immediately terminated from one Program.
13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 13.1 As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
14. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
15. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
16. At the time each certification or voucher issuance appointment is made, the Contractor shall request that parents or guardians show a valid picture ID.
17. At the time the certification appointment is made, the Contractor shall request that parents or guardians bring immunizations records of children aged 24 months or younger.
- 17.1 At the time of WIC Program certification, the Contractor shall review immunization records of children aged 24 months or younger and record the immunization status in StarLINC, the WIC MIS system.
- 17.2 There shall be no loss of WIC Program benefits or required follow-up by the Contractor if the immunization records are not produced.
18. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral

service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH. Note that this is required starting in FY2014 for those contractors that have already been trained, and in FY2015 for those who have not yet received training.

CSFP Responsibilities:

19. CSFP commodity foods shall be requested and accepted only in such quantities as can and will be used in accordance with the rates and recommended period of utilization designated by the State. Commodities shall not be sold, exchanged or otherwise disposed of without the specific written consent of the State. However, commodities may be transferred between Contractors upon the authorization of the State if determined to be in the best interest of the CSF Program.
20. Adequate facilities and personnel shall be provided by the Contractor for the proper care, handling, storage and distribution of commodities to properly safeguard against theft, spoilage, and other loss in accordance with federal and State statutes and rules. Failure to provide such care will require full restitution to and as determined by the State.
21. Commodities found to be damaged or out of condition and determined to be unfit for human consumption by Federal, State or local health officers or by other competent persons, shall be disposed of only in accordance with instructions from the State.
22. All books and records pertaining to the receipt and use of commodities shall be kept for a period of three years from the close of the federal fiscal year to which they pertain.
23. The State and the US Department of Agriculture reserve the right to inspect commodities in storage, the facilities used for storing such commodities and all records and reports pertaining to the distribution of commodities at any reasonable time.

WIC & CSFP Administrative Responsibilities:

24. The Contractor shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.
 - 24.1 A recommended ratio of 350-400 participants to one FTE staff person.
 - 24.2 A recommended ratio of 750-800 participants to one FTE nutritionist.
 - 24.3 The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
 - 24.4 The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national training within 12 months to become a certified lactation counselor. Best practice is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

- 24.5 If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
25. The Contractor shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC or CSFP services without specific written approval from the State.
- 25.1 The Contractor shall assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
26. The Contractor shall comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
27. The Contractor shall notify the State about planned changes in key staff, clinic relocations, clinic closures, and other major changes in advance.
28. The Contractor shall conduct special projects as appropriate funding is received.
29. The Contractor shall complete and submit a quarterly time study of all WIC/CSFP staff utilizing forms and instructions provided by the State Agency.
30. The Contractor shall submit a report on their progress towards meeting performance measures every 6 months and a final report on the overall program goals and objectives at the end of the two-year contract period.

BFPC Responsibilities:

1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program,
 - 1.1. The Contractor shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
 - 1.2. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
2. The Contractor shall administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
 - 2.1 The Contractor shall assure adequate program support from local management.
 - 2.2 The appropriate definition of a peer counselor shall be:
 - 2.2.1 Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.

- 2.2.2 Paraprofessionals provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.2.3 Must be recruited and hired from the target population.
 - 2.2.4 Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.3 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator at the local level.
- 2.4 The Coordinator shall have defined job parameters and job descriptions for peer counselors.
- 2.5 The Contractor shall provide adequate compensation and reimbursement of peer counselors.
- 2.6 The Contractor shall assure training of local peer counseling management and clinic staff includes use of:
 - 2.6.1 Loving Support Through Peer Counseling: A Journey Together for WIC Managers training curriculum and presentations, and
 - 2.6.2 Loving Support Through Peer Counseling: A Journey Together for WIC Peer Counselors training curriculum and presentations.
- 2.7 The Contractor shall adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
- 2.8 The Contractor shall assure adequate supervision and monitoring of peer counselors.
- 2.9 The Contractor shall establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
- 3. The Contractor shall assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in clinic staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Healthy Eating and Physical Activity Section immediately for additional guidance.

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NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

WIC-CSFP-BFPC Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Southwestern Community Services, Inc.

ADDRESS: 63 Community Way, PO Box 603
Keene NH 03431

Executive Director: William Marcello
TELEPHONE: 603-352-7512

Vendor #177511 R001

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

Amount	Appropriation #	Job #	Funding Source	CFDA #	Federal Funds
\$82,424	010-090-5260-102-500734	90006001	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$19,654	010-090-5260-102-500734	90006002	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$337,810	010-090-5260-102-500734	90006003	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$129,544	010-090-5260-102-500734	90006004	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$45,326	010-090-5260-102-500734	90006041	Special Supplemental Nutrition Program for Women, Infants, and Children (USDA)	10.557	100%
\$9,922	010-090-5260-102-500734	90006007	Commodity Supplemental Food Program (USDA)	10.565	100%
\$31,824	010-090-5260-102-500734	90006022	WIC Breastfeeding Peer Counseling Program (USDA)	10.557	100%

TOTAL: \$656,504

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

- 10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

- 10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. Insurance: Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- ☐ (1) The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- ☒ (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional two-year agreements, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015

Contractor Name Southwestern Community Services, Inc. Period Covered by this Certification

Kevin Watterson, Chairperson, SCS Board of Directors
Name and Title of Authorized Contractor Representative

Kevin Watterson
Contractor Representative Signature

April 23, 2013
Date

NI Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

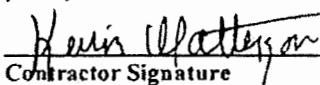
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Signature

Kevin Watterson
Chairperson, SCS Board of Directors
Contractor's Representative Title

Southwestern Community Services, Inc.
Contractor Name

April 23, 2013
Date

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


Contractor Signature

Kevin Watterson
Chairperson, SCS Board of Directors
Contractor's Representative Title

Southwestern Community Services, Inc.
Contractor Name

April 23, 2013
Date

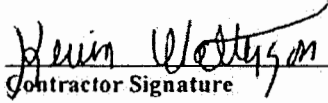
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Contractor Signature

Kevin Watterson
Chairperson, SCS Board of Directors
Contractor's Representative Title

Southwestern Community Services, Inc.
Contractor Name

April 23, 2012
Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


Contractor Signature

Kevin Watterson
Chairperson, SCS Board of Directors
Contractor's Representative Title

Southwestern Community Services, Inc.
Contractor Name

April 23, 2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

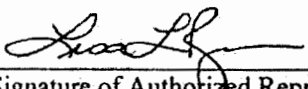
(6) **Miscellaneous**

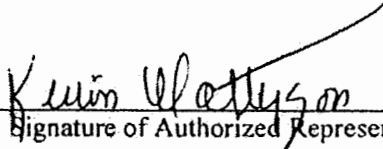
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

Southwestern Community Services, Inc.
Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN
Name of Authorized Representative

Kevin Watterson
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

Chairperson, SCS Board of Directors
Title of Authorized Representative

4/23/13
Date

April 23, 2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

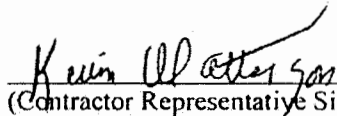
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


(Contractor Representative Signature)

Kevin Watterson
Chairperson, SCS Board of Directors
(Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc.
(Contractor Name)

April 23, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081251381

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____