

Lori A. Shibinette  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION OF PUBLIC HEALTH SERVICES*

29 HAZEN DRIVE, CONCORD, NH 03301  
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May 28, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a amendment to an existing contract with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003), Concord, NH 03302, for the provisions of a Commodity Supplemental Food Program and a Senior Farmers Market Nutrition Program, statewide, by increasing the price limitation by \$1,028,127 from \$1,492,793 to \$2,520,920 and by extending the completion date from September 30, 2021 to September 30, 2024 effective upon Governor and Council approval. 100% Federal Funds.

This request is contingent upon a request submitted to the Governor to approve the addition of \$11,404 for COVID-19 pandemic related administrative costs incurred during State Fiscal Year 2021, which will be submitted as an informational item to the Governor and Council at a future date.

The original contract was approved by the Governor and Council on June 21, 2017 (item #49), as amended on May 2, 2018 (item #5B) as amended on March 13, 2019 (item #14) and most recently amended with Governor and Council approval on January 22, 2020 (item #19).

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

The purpose of this request is to continue to provide Commodity Supplemental Foods Program and Senior Farmers' Market Nutrition Program services statewide to eligible senior clients. These programs work to improve the health of low-income elderly persons at least 60 years of age by supplementing their diets with nutritious foods year round and fresh local fruits and vegetables in the summer.

The Food and Nutrition Service, an agency of the U.S. Department of Agriculture (USDA) administers the Commodity Supplemental Food Program. The USDA purchases food and makes it available to the State along with funds for administrative costs. The Community Action Program of Belknap and Merrimack Counties will be responsible for doing outreach and identifying potential senior participants, screening for eligibility, managing food inventory and maintaining required paperwork according to USDA requirements. In addition, they will be responsible for ordering,

storing and reporting inventory of the USDA Commodity Supplemental Food Program foods. In addition, the Contractor will provide referrals to other welfare, nutrition, and health care programs such as the Supplemental Nutrition Assistance Program (SNAP), Social Security, Medicaid, and Medicare.

The Senior Farmers' Market Nutrition Program provides low-income seniors with fresh fruits and vegetables purchased from NH farmers. The Community Action Program of Belknap and Merrimack Counties will use prepackaged bundles of fresh fruits and vegetables that are purchased directly from authorized NH farmers and distributed directly to eligible clients. In addition, they will be required to authorize, monitor, and reimburse the NH eligible farmers.

Services in this agreement continue to include a statewide Commodity Supplemental Foods Program and a statewide Senior Farmers Market Nutrition Program available to eligible clients. The programs assist with improving the health of low-income elderly persons who are sixty (60) years of age and older by supplementing their diets with nutritious foods year-round and fresh local fruits and vegetables during the summer months.

Approximately 3,600 individuals will be served monthly through September 30, 2024.

The Department will monitor the Contractor using the following performance measures:

- The Contractor will provide supplemental foods to a minimum of ninety-five percent (95%) of the assigned Commodity Supplemental Foods Program caseload in Federal Fiscal Years 2022 - 2024.
- The Contractor will provide farm fresh bundles to a minimum of ninety-five percent (95%) of the assigned Commodity Supplemental Foods Program caseload in Federal Fiscal Years 2022 - 2024.

As referenced in Exhibit C-1 Revisions to General Provisions of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for three (3) of the four (4) years available.

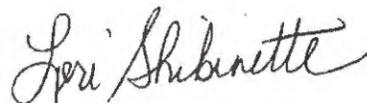
Should the Governor and Executive Council not approve this request, low-income elderly persons may not have access to nutritious foods or fresh fruits and vegetables to supplement their diets.

Area served: Statewide

Source of Funds: 100% Federal Funds from the US Department of Agriculture, Food and Nutrition Service, Commodity Supplemental Food Program, Catalog of Federal Domestic Assistance (CFDA) #10.565, Federal Award Identification Number (FAIN) 204NH814Y8005, and from the US Department of Agriculture, Food and Nutrition Service, Senior Farmers Market Nutrition Program, CFDA #10.576, FAIN 194NH083Y8314 and FAIN 194NH083Y8313.

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Lori Shibinette". The signature is written in black ink and is positioned above the printed name and title.

Lori A. Shibinette  
Commissioner

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	90006007	\$315,000	\$0	\$315,000
	102-500734	Contracts for Prog Svc	90006024	\$1,400	\$0	\$1,400
	520-500361	FMNP Food Costs	90006025	\$0	\$0	\$0
2019	102-500734	Contracts for Prog Svc	90076007	\$262,475	\$0	\$262,475
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500361	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2020	102-500734	Contracts for Prog Svc	90006007	\$249,802	\$0	\$249,802
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500734	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2021	102-500734	Contracts for Program Svc	90006007	\$261,206	\$0	\$261,206
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500361	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2022	102-500734	Contracts for Prog Svc	90006007	\$62,450	\$0	\$62,450
	102-500734	Contracts for Prog Svc	90006024	\$7,000	\$0	\$7,000
	520-500364	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
			<b>Subtotals</b>	<b>\$1,492,793</b>	<b>\$0</b>	<b>\$1,492,793</b>

**05-95-090--902010-74230000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, SENIOR NUTRITION PROGRAMS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2022	074-50089	Grants for Public Asst and Relief	90006007	\$0	\$192,272	\$192,272
	074-50089	Grants for Public Asst and Relief	90006025	\$0	\$1,536	\$1,536
	074-50089	Grants for Public Asst and Relief	90006024	\$0	\$1,097	\$1,097
2023	074-50089	Grants for Public Asst and Relief	90006007	\$0	\$254,722	\$254,722
	074-50089	Grants for Public Asst and Relief	90006025	\$0	\$78,601	\$78,601
	074-50089	Grants for Public Asst and Relief	90006024	\$0	\$8,098	\$8,098
2024	074-50089	Grants for Public Asst and Relief	90006007	\$0	\$254,722	\$254,722
	074-50089	Grants for Public Asst and Relief	90006025	\$0	\$78,601	\$78,601
	074-50089	Grants for Public Asst and Relief	90006024	\$0	\$8,098	\$8,098
2025	074-50089	Grants for Public Asst and Relief	90006007	\$0	\$63,681	\$63,681
	074-50089	Grants for Public Asst and Relief	90006025	\$0	\$78,601	\$78,601
	074-50089	Grants for Public Asst and Relief	90006024	\$0	\$8,098	\$8,098
			<b>Subtotals</b>	<b>\$0</b>	<b>\$1,028,127</b>	<b>\$1,028,127</b>
			<b>TOTALS</b>	<b>\$1,492,793</b>	<b>\$1,028,127</b>	<b>\$2,520,920</b>

**State of New Hampshire  
Department of Health and Human Services  
Amendment #4**

This Amendment to the Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #49), as amended on May 2, 2018 (Item #5B), as amended on March 13, 2019 (Item 14), and on January 22, 2020 (Item #19) and 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1 – Revisions to Standard Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or 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 to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,520,920
3. Exhibit B, Method and Conditions Precedent to Payment, Section 3, to read:
  3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures in accordance with the approved budget line items in Exhibits:
    - 3.1. B-1 Budget through B-20 Budget, Amendment #4, Senior Farmers Market Nutrition Program Admin – State Fiscal Year 2025.
4. Modify Exhibit B-4 - Amendment #3, Commodity Supplemental Food Program by replacing it in its entirety with Exhibit B-4 - Amendment #4, Commodity Supplemental Food Program – State Fiscal Year 2021.
5. Modify Exhibit B-5 - Amendment #3, Commodity Supplemental Food Program by replacing it in its entirety with Exhibit B-5 - Amendment #4, Commodity Supplemental Food Program – State Fiscal Year 2022.
6. Modify Exhibit B-10 Budget, by replacing it in its entirety with Exhibit B-10 Budget, Amendment # 4, Senior Farmers Market Nutrition Program – State Fiscal Year 2022, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-11 Budget, Amendment #4, Commodity Supplemental Food Program – State Fiscal Year 2023, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-12 Budget, Amendment #4, Commodity Supplemental Food Program – State Fiscal Year 2024, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-13 Budget, Amendment #4, Commodity Supplemental Food Program – State Fiscal Year 2025, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-14 Budget, Amendment #4, Senior Farmers Market Nutrition Program – State Fiscal

Year 2023, which is attached hereto and incorporated by reference herein.

11. Add Exhibit B-15 Budget, Amendment #4, Senior Farmers Market Nutrition Program – State Fiscal Year 2024, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-16 Budget, Amendment #4, Senior Farmers Market Nutrition Program – State Fiscal Year 2025, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect. This amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, and 2021-08, and any subsequent extensions.

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

5/28/2021

Date

DocuSigned by:

Patricia M. Tilley

845EB38E58ED04C8

Name: Patricia M. Tilley

Title: Interim Director

Community Action Program Belknap-Merrimack Counties,  
Inc.

5/27/2021

Date

DocuSigned by:

Jeanne Agri

DC8711F43C3E455

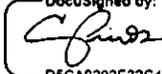
Name: Jeanne Agri

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/28/2021  
Date

DocuSigned by:  
  
D6CA0202E22C4AE  
Name: Catherine Pinos  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, and 2021-08 and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

Exhibit B-4 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Commodity Supplemental Food Program (CSFP)

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 85,845.00	\$ 4,250.00	\$ 90,095.00	\$ -	\$ -	\$ -	\$ 85,845.00	\$ 4,250.00	\$ 90,095.00
2. Employee Benefits	\$ 27,381.00	\$ 1,550.00	\$ 28,931.00	\$ -	\$ -	\$ -	\$ 27,381.00	\$ 1,550.00	\$ 28,931.00
3. Consultants	\$ 11.00	\$ -	\$ 11.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ 11.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ 265.00
6. Travel	\$ 17,500.00	\$ -	\$ 17,500.00	\$ -	\$ -	\$ -	\$ 17,500.00	\$ -	\$ 17,500.00
7. Occupancy	\$ 47,500.00	\$ -	\$ 47,500.00	\$ -	\$ -	\$ -	\$ 47,500.00	\$ -	\$ 47,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,140.00	\$ -	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ -	\$ 1,140.00
Postage	\$ 995.00	\$ -	\$ 995.00	\$ -	\$ -	\$ -	\$ 995.00	\$ -	\$ 995.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 4,290.00	\$ -	\$ 4,290.00	\$ -	\$ -	\$ -	\$ 4,290.00	\$ -	\$ 4,290.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 34,150.00	\$ -	\$ 34,150.00	\$ -	\$ -	\$ -	\$ 34,150.00	\$ -	\$ 34,150.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Indirect	\$ -	\$ 6,329.00	\$ 6,329.00	\$ -	\$ -	\$ -	\$ -	\$ 6,329.00	\$ 6,329.00
<b>TOTAL</b>	\$ 249,077.00	\$ 12,129.00	\$ 261,206.00	\$ -	\$ -	\$ -	\$ 249,077.00	\$ 12,129.00	\$ 261,206.00

Indirect As A Percent of Direct

4.9%

Exhibit B-5 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Commodity Supplemental Food Program (CSFP)

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 82,806.00	\$ 4,250.00	\$ 87,056.00	\$ -	\$ -	\$ -	\$ 82,806.00	\$ 4,250.00	\$ 87,056.00
2. Employee Benefits	\$ 27,803.25	\$ 1,550.00	\$ 29,353.25	\$ -	\$ -	\$ -	\$ 27,803.25	\$ 1,550.00	\$ 29,353.25
3. Consultants	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ 265.00
6. Travel	\$ 13,440.00	\$ -	\$ 13,440.00	\$ -	\$ -	\$ -	\$ 13,440.00	\$ -	\$ 13,440.00
7. Occupancy	\$ 46,317.00	\$ -	\$ 46,317.00	\$ -	\$ -	\$ -	\$ 46,317.00	\$ -	\$ 46,317.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,140.00	\$ -	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ -	\$ 1,140.00
Postage	\$ 995.00	\$ -	\$ 995.00	\$ -	\$ -	\$ -	\$ 995.00	\$ -	\$ 995.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,850.00	\$ -	\$ 5,850.00	\$ -	\$ -	\$ -	\$ 5,850.00	\$ -	\$ 5,850.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 34,150.00	\$ -	\$ 34,150.00	\$ -	\$ -	\$ -	\$ 34,150.00	\$ -	\$ 34,150.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Indirect	\$ -	\$ 6,329.00	\$ 6,329.00	\$ -	\$ -	\$ -	\$ -	\$ 6,329.00	\$ 6,329.00
<b>TOTAL</b>	\$ 242,593.25	\$ 12,129.00	\$ 254,722.25	\$ -	\$ -	\$ -	\$ 242,593.25	\$ 12,129.00	\$ 254,722.25

Indirect As A Percent of Direct

5.0%

Exhibit B-10 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Senior Farmers Market Nutrition Program (SFMNP)

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
2. Employee Benefits	\$ 1,098.00	\$ -	\$ 1,098.00	\$ -	\$ -	\$ -	\$ 1,098.00	\$ -	\$ 1,098.00
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Costs (Reimbursements to Farmers)	\$ 78,601.00	\$ -	\$ 78,601.00	\$ -	\$ -	\$ -	\$ 78,601.00	\$ -	\$ 78,601.00
TOTAL	\$ 86,699.00	\$ -	\$ 86,699.00	\$ -	\$ -	\$ -	\$ 86,699.00	\$ -	\$ 86,699.00

Indirect As A Percent of Direct

0.0%

Exhibit B-11 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Commodity Supplemental Food Program (CSFP)

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 82,808.00	\$ 4,250.00	\$ 87,058.00	\$ -	\$ -	\$ -	\$ 82,808.00	\$ 4,250.00	\$ 87,058.00
2. Employee Benefits	\$ 27,803.25	\$ 1,550.00	\$ 29,353.25	\$ -	\$ -	\$ -	\$ 27,803.25	\$ 1,550.00	\$ 29,353.25
3. Consultants	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ 265.00
6. Travel	\$ 13,440.00	\$ -	\$ 13,440.00	\$ -	\$ -	\$ -	\$ 13,440.00	\$ -	\$ 13,440.00
7. Occupancy	\$ 46,317.00	\$ -	\$ 46,317.00	\$ -	\$ -	\$ -	\$ 46,317.00	\$ -	\$ 46,317.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,140.00	\$ -	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ -	\$ 1,140.00
Postage	\$ 995.00	\$ -	\$ 995.00	\$ -	\$ -	\$ -	\$ 995.00	\$ -	\$ 995.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,850.00	\$ -	\$ 5,850.00	\$ -	\$ -	\$ -	\$ 5,850.00	\$ -	\$ 5,850.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 34,150.00	\$ -	\$ 34,150.00	\$ -	\$ -	\$ -	\$ 34,150.00	\$ -	\$ 34,150.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Indirect	\$ -	\$ 6,329.00	\$ 6,329.00	\$ -	\$ -	\$ -	\$ -	\$ 6,329.00	\$ 6,329.00
<b>TOTAL</b>	\$ 242,593.25	\$ 12,129.00	\$ 254,722.25	\$ -	\$ -	\$ -	\$ 242,593.25	\$ 12,129.00	\$ 254,722.25

Indirect As A Percent of Direct

5.0%

Exhibit B-12 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Commodity Supplemental Food Program (CSFP)

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 82,808.00	\$ 4,250.00	\$ 87,058.00	\$ -	\$ -	\$ -	\$ 82,808.00	\$ 4,250.00	\$ 87,058.00
2. Employee Benefits	\$ 27,603.25	\$ 1,550.00	\$ 29,153.25	\$ -	\$ -	\$ -	\$ 27,603.25	\$ 1,550.00	\$ 29,153.25
3. Consultants	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 285.00	\$ -	\$ 285.00	\$ -	\$ -	\$ -	\$ 285.00	\$ -	\$ 285.00
6. Travel	\$ 13,440.00	\$ -	\$ 13,440.00	\$ -	\$ -	\$ -	\$ 13,440.00	\$ -	\$ 13,440.00
7. Occupancy	\$ 46,317.00	\$ -	\$ 46,317.00	\$ -	\$ -	\$ -	\$ 46,317.00	\$ -	\$ 46,317.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,140.00	\$ -	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ -	\$ 1,140.00
Postage	\$ 995.00	\$ -	\$ 995.00	\$ -	\$ -	\$ -	\$ 995.00	\$ -	\$ 995.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,850.00	\$ -	\$ 5,850.00	\$ -	\$ -	\$ -	\$ 5,850.00	\$ -	\$ 5,850.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 34,150.00	\$ -	\$ 34,150.00	\$ -	\$ -	\$ -	\$ 34,150.00	\$ -	\$ 34,150.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Indirect	\$ -	\$ 6,329.00	\$ 6,329.00	\$ -	\$ -	\$ -	\$ -	\$ 6,329.00	\$ 6,329.00
<b>TOTAL</b>	\$ 242,593.25	\$ 12,129.00	\$ 254,722.25	\$ -	\$ -	\$ -	\$ 242,593.25	\$ 12,129.00	\$ 254,722.25

Indirect As A Percent of Direct

5.0%

Exhibit B-13 Budget, Amendment #4

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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

Budget Request for: Commodity Supplemental Food Program (CSFP)

Budget Period: July 1, 2024 - June 30, 2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,702.00	\$ 1,050.00	\$ 21,752.00	\$ -	\$ -	\$ -	\$ 20,702.00	\$ 1,050.00	\$ 21,752.00
2. Employee Benefits	\$ 6,900.81	\$ 400.00	\$ 7,300.81	\$ -	\$ -	\$ -	\$ 6,900.81	\$ 400.00	\$ 7,300.81
3. Consultants	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 65.00	\$ -	\$ 65.00	\$ -	\$ -	\$ -	\$ 65.00	\$ -	\$ 65.00
6. Travel	\$ 3,360.00	\$ -	\$ 3,360.00	\$ -	\$ -	\$ -	\$ 3,360.00	\$ -	\$ 3,360.00
7. Occupancy	\$ 11,500.00	\$ -	\$ 11,500.00	\$ -	\$ -	\$ -	\$ 11,500.00	\$ -	\$ 11,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 285.00	\$ -	\$ 285.00	\$ -	\$ -	\$ -	\$ 285.00	\$ -	\$ 285.00
Postage	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,450.00	\$ -	\$ 1,450.00	\$ -	\$ -	\$ -	\$ 1,450.00	\$ -	\$ 1,450.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 8,550.00	\$ -	\$ 8,550.00	\$ -	\$ -	\$ -	\$ 8,550.00	\$ -	\$ 8,550.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
Indirect	\$ -	\$ 1,642.75	\$ 1,642.75	\$ -	\$ -	\$ -	\$ -	\$ 1,642.75	\$ 1,642.75
<b>TOTAL</b>	<b>\$ 60,587.81</b>	<b>\$ 3,092.75</b>	<b>\$ 63,680.56</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,587.81</b>	<b>\$ 3,092.75</b>	<b>\$ 63,680.56</b>

Indirect As A Percent of Direct

5.1%

Exhibit B-14 Budget, Amendment #4

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Community Action Program Belknap-Merrimack Counties Inc.  
Budget Request for: Senior Farmers Market Nutrition Program (SFMNP)  
Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
2. Employee Benefits	\$ 1,068.00	\$ -	\$ 1,068.00	\$ -	\$ -	\$ -	\$ 1,068.00	\$ -	\$ 1,068.00
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Costs (Reimbursements to Farmers)	\$ 78,801.00	\$ -	\$ 78,801.00	\$ -	\$ -	\$ -	\$ 78,801.00	\$ -	\$ 78,801.00
TOTAL	\$ 86,869.00	\$ -	\$ 86,869.00	\$ -	\$ -	\$ -	\$ 86,869.00	\$ -	\$ 86,869.00

Indirect As A Percent of Direct 0.0%

Exhibit B-15 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Senior Farmers Market Nutrition Program (SFMNP)

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
2. Employee Benefits	\$ 1,098.00	\$ -	\$ 1,098.00	\$ -	\$ -	\$ -	\$ 1,098.00	\$ -	\$ 1,098.00
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Costs (Reimbursements to Farmers)	\$ 78,601.00	\$ -	\$ 78,601.00	\$ -	\$ -	\$ -	\$ 78,601.00	\$ -	\$ 78,601.00
TOTAL	\$ 86,699.00	\$ -	\$ 86,699.00	\$ -	\$ -	\$ -	\$ 86,699.00	\$ -	\$ 86,699.00

Indirect As A Percent of Direct

0.0%

DS  
  
Contractor Initials  
Date 5/27/2021

Exhibit B-16 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Senior Farmers Market Nutrition Program (SFMNP)

Budget Period: July 1, 2024 - June 30, 2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
2. Employee Benefits	\$ 1,096.00	\$ -	\$ 1,096.00	\$ -	\$ -	\$ -	\$ 1,096.00	\$ -	\$ 1,096.00
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Costs (Reimbursements to Farmers)	\$ 78,601.00	\$ -	\$ 78,601.00	\$ -	\$ -	\$ -	\$ 78,601.00	\$ -	\$ 78,601.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ <b>86,699.00</b>	\$ <b>-</b>	\$ <b>86,699.00</b>	\$ <b>-</b>	\$ <b>-</b>	\$ <b>-</b>	\$ <b>86,699.00</b>	\$ <b>-</b>	\$ <b>86,699.00</b>

Indirect As A Percent of Direct

0.0%

*Financial Statements*

---

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

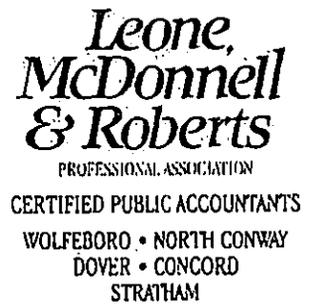
**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 29, 2020 AND  
FEBRUARY 28, 2019  
AND  
INDEPENDENT AUDITORS' REPORTS**

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

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

## **INDEPENDENT AUDITORS' REPORT**

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

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 29, 2020 and February 28, 2019, and the related statements of activities, functional expenses and cash flows, and notes to the financial statements for the years then ended.

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

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

### **Auditors' Responsibility**

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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 29, 2020 and February 28, 2019, and the changes in their net assets and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

**Other Information**

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

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2021, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 5, 2021

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

	<b><u>ASSETS</u></b>	
	<b><u>2020</u></b>	<b><u>2019</u></b>
<b>CURRENT ASSETS</b>		
Cash	\$ 549,026	\$ 1,411,762
Accounts receivable	2,556,855	2,321,041
Inventory	22,916	22,800
Prepaid expenses	44,159	52,632
Investments	110,078	102,522
Total current assets	<u>3,283,034</u>	<u>3,910,757</u>
<b>PROPERTY</b>		
Land, buildings and improvements	5,544,770	4,749,673
Equipment, furniture and vehicles	5,652,539	5,979,320
Total property	11,197,309	10,728,993
Less accumulated depreciation	<u>6,695,428</u>	<u>6,330,580</u>
Property, net	<u>4,501,881</u>	<u>4,398,413</u>
<b>OTHER ASSETS</b>		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 7,924,356</u></b>	<b><u>\$ 8,448,611</u></b>
	<b><u>LIABILITIES AND NET ASSETS</u></b>	
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 201,245	\$ 183,269
Line of credit	550,000	-
Accounts payable	1,160,635	1,069,165
Accrued expenses	757,999	1,066,748
Refundable advances	1,084,516	998,332
Total current liabilities	3,754,395	3,317,514
<b>LONG TERM LIABILITIES</b>		
Notes payable, less current portion shown above	<u>814,253</u>	<u>781,385</u>
Total liabilities	<u>4,568,648</u>	<u>4,098,899</u>
<b>NET ASSETS</b>		
Without donor restrictions	2,992,894	3,842,297
With donor restrictions	362,814	507,415
Total net assets	<u>3,355,708</u>	<u>4,349,712</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 7,924,356</u></b>	<b><u>\$ 8,448,611</u></b>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 29, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 18,276,247	\$ -	\$ 18,276,247
Other funds	2,437,366	2,986,021	5,423,387
In-kind	920,759	-	920,759
Unlited Way	11,938	-	11,938
	<u>21,646,310</u>	<u>2,986,021</u>	<u>24,632,331</u>
Total revenues and other support			
	21,646,310	2,986,021	24,632,331
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>3,130,622</u>	<u>(3,130,622)</u>	<u>-</u>
Total	<u>24,776,932</u>	<u>(144,601)</u>	<u>24,632,331</u>
<b>EXPENSES</b>			
Salaries and wages	9,213,867	-	9,213,867
Payroll taxes and benefits	2,508,455	-	2,508,455
Travel	322,894	-	322,894
Occupancy	1,393,046	-	1,393,046
Program services	9,231,697	-	9,231,697
Other costs	1,634,451	-	1,634,451
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
	<u>25,626,335</u>	<u>-</u>	<u>25,626,335</u>
Total expenses			
	25,626,335	-	25,626,335
<b>CHANGE IN NET ASSETS</b>	(849,403)	(144,601)	(994,004)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,842,297</u>	<u>507,415</u>	<u>4,349,712</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 2,992,894</u>	<u>\$ 362,814</u>	<u>\$ 3,355,708</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2019**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 19,205,554	\$ -	\$ 19,205,554
Other funds	4,706,408	169,246	4,875,654
In-kind	829,464	-	829,464
United Way	18,227	-	18,227
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Total revenues and other support	24,759,653	169,246	24,928,899
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>			
	364,684	(364,684)	-
	<hr/>	<hr/>	<hr/>
Total	25,124,337	(195,438)	24,928,899
<b>EXPENSES</b>			
Salaries and wages	8,905,642	-	8,905,642
Payroll taxes and benefits	2,428,774	-	2,428,774
Travel	324,491	-	324,491
Occupancy	1,310,477	-	1,310,477
Program services	8,941,429	-	8,941,429
Other costs	1,707,999	-	1,707,999
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
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Total expenses	24,779,227	-	24,779,227
<b>CHANGE IN NET ASSETS</b>	345,110	(195,438)	149,672
<b>NET ASSETS, BEGINNING OF YEAR</b>	3,497,187	702,853	4,200,040
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<b>NET ASSETS, END OF YEAR</b>	\$ 3,842,297	\$ 507,415	\$ 4,349,712
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See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

	<u>2020</u>	<u>2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (994,004)	\$ 149,672
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation	401,166	330,491
Decrease (increase) in current assets:		
Accounts receivable	(235,814)	672,364
Inventory	(116)	3,767
Prepaid expenses	8,473	35,655
Decrease (increase) in current liabilities:		
Accounts payable	91,470	(374,532)
Accrued expenses	(308,749)	10,072
Refundable advances	86,184	(189,001)
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<u>(951,390)</u>	<u>638,488</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property	(268,634)	(803,770)
Investment in partnership	(7,556)	(3,769)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(276,190)</u>	<u>(807,539)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net borrowings on line of credit	550,000	
Repayment of long term debt	(185,156)	(170,872)
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	<u>364,844</u>	<u>(170,872)</u>
<b>NET DECREASE IN CASH</b>	(862,736)	(339,923)
<b>CASH BALANCE, BEGINNING OF YEAR</b>	<u>1,411,762</u>	<u>1,751,685</u>
<b>CASH BALANCE, END OF YEAR</b>	<u>\$ 549,026</u>	<u>\$ 1,411,762</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	<u>\$ 73,255</u>	<u>\$ 63,133</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Property purchased with new debt	<u>\$ 236,000</u>	<u>\$ -</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED FEBRUARY 29, 2020**

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,797,236	\$ 416,631	\$ 9,213,867
Payroll taxes and benefits	2,468,991	39,464	2,508,455
Travel	322,870	24	322,894
Occupancy	1,225,265	167,781	1,393,046
Program Services	9,231,697	-	9,231,697
Other costs:			
Accounting fees	475	60,771	61,246
Legal fees	-	9,261	9,261
Supplies	214,778	31,442	246,220
Postage and shipping	19,055	34,399	53,454
Equipment rental and maintenance	3,627	275	3,902
Printing and publications	27,109	6,562	33,671
Conferences, conventions and meetings	27,248	4,662	31,910
Interest	57,543	15,712	73,255
Insurance	133,619	5,949	139,568
Membership fees	12,862	7,586	20,448
Utility and maintenance	170,336	48,114	218,450
Computer services	51,908	-	51,908
Other	663,656	27,502	691,158
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
	<u>\$ 24,750,200</u>	<u>\$ 876,135</u>	<u>\$ 25,626,335</u>
Total functional expenses	<u>\$ 24,750,200</u>	<u>\$ 876,135</u>	<u>\$ 25,626,335</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED FEBRUARY 28, 2019**

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,682,073	\$ 223,569	\$ 8,905,642
Payroll taxes and benefits	2,320,432	108,342	2,428,774
Travel	323,333	1,158	324,491
Occupancy	1,293,439	17,038	1,310,477
Program Services	8,941,429	-	8,941,429
Other costs:			
Accounting fees	-	57,892	57,892
Legal fees	19,554	3,520	23,074
Supplies	284,548	-	284,548
Postage and shipping	53,134	-	53,134
Equipment rental and maintenance	2,208	-	2,208
Printing and publications	45,786	3,732	49,518
Conferences, conventions and meetings	22,840	27,848	50,688
Interest	46,478	16,655	63,133
Insurance	143,136	6,760	149,896
Membership fees	9,891	9,093	18,984
Utility and maintenance	214,214	-	214,214
Computer services	37,562	1,304	38,866
Other	701,232	612	701,844
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
	<u>\$ 24,301,704</u>	<u>\$ 477,523</u>	<u>\$ 24,779,227</u>
<b>Total functional expenses</b>			

See Notes to Financial Statements

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

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

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

**Nature of Organization**

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

**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United State of America.

**New Accounting Pronouncement**

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending February 29, 2020 and February 28, 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

**Financial Statement Presentation**

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions** include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

**Net assets with donor restrictions** include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Organization had net assets with donor restrictions of \$362,814 and \$507,415 at February 29, 2020 and February 28, 2019, respectively. See **Note 13**.

#### **Income Taxes**

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2017.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2017 through 2020), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

#### **Property**

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

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

### **Use of Estimates**

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

### **Cash and Cash Equivalents**

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

### **Contributed Services**

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

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

### **In-Kind Donations / Noncash Transactions**

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$920,759 and \$829,924 in donated facilities, services and supplies for the years ended February 29, 2020 and February 28, 2019, respectively, as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$52,181 and \$35,519 for the years ended February 29, 2020 and February 28, 2019, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$868,578 and \$793,945 for the years ended February 29, 2020 and February 28, 2019, respectively.

### **Advertising**

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 29, 2020 and February 28, 2019 totaled \$46,899 and \$54,461, respectively.

### **Inventory**

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been presented in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

<u>Expense</u>	<u>Method of allocation</u>
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

**2. LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 549,026	\$ 1,411,762
Accounts receivable	2,556,855	2,321,041
Investments	<u>110,078</u>	<u>102,522</u>
Total financial assets	<u>3,215,959</u>	<u>3,835,325</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	362,814	507,415
Less net assets with time restrictions to be met in less than a year	<u>-</u>	<u>-</u>
Amounts not available within one year	<u>362,814</u>	<u>507,415</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 2,853,145</u>	<u>\$ 3,327,910</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,995,000 and \$3,880,000 respectively, at February 29, 2020 and 2019. The Organization has an available line of credit in the amount of \$50,000 and \$200,000, respectively, at February 29, 2020 and February 28, 2019.

**3. ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 29, 2020 and February 28, 2019. The Organization has no policy for charging interest on overdue accounts.

**4. REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,084,516 and \$998,332 as of February 29, 2020 and February 28, 2019, respectively.

**5. RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 29, 2020 and February 28, 2019 totaled \$181,057 and \$184,961, respectively.

**6. LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 29, 2020 and February 28, 2019, the annual lease expense for the leased facilities was \$546,861 and \$480,258, respectively.

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

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2021	\$ 456,568
2022	138,021
2023	125,947
2024	105,882
2025	98,362
Thereafter	<u>876,241</u>
Total	<u>\$ 1,801,021</u>

**7. ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$341,532 and \$377,163 at February 29, 2020 and 2019, respectively.

**8. BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (6.00% and 5.50% at February 29, 2020 and February 28, 2019, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was a balance of \$200,000 outstanding at February 29, 2020. There was no outstanding balance on the line at February 28, 2019.

During the year ended February 29, 2020 the Organization entered into an additional revolving line of credit agreement (the line) in the amount of \$400,000, with a bank that is due on demand. The line calls for monthly variable interest payments based on the LIBOR rate (4.02% at February 29, 2020). The line is secured by all the Organization's assets. There was a balance of \$350,000 outstanding at February 29, 2020.

9. **LONG TERM DEBT**

Long term debt consisted of the following as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
5.50% note payable to a financial institution in monthly installments of \$1,634 through July 2039. The note is secured by property of the Organization.	\$ 232,259	\$ -
5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	520,492	649,372
3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.	57,848	64,943
7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	<u>204,899</u>	<u>250,339</u>
Total	1,015,498	964,654
Less amounts due within one year	<u>201,245</u>	<u>183,269</u>
Long term portion	<u>\$ 814,253</u>	<u>\$ 781,385</u>

The scheduled maturities of long-term debt as of February 29, 2020 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2021	\$ 201,245
2022	213,444
2023	226,567
2024	143,136
2025	16,749
Thereafter	<u>214,357</u>
	<u>\$ 1,015,498</u>

**10. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
Land	\$ 168,676	\$ 168,676
Building and improvements	5,376,094	4,580,996
Equipment and vehicles	<u>5,652,539</u>	<u>5,979,321</u>
	11,197,309	10,728,993
Less accumulated depreciation	<u>6,695,428</u>	<u>6,330,580</u>
Property and equipment, net	<u>\$ 4,501,881</u>	<u>\$ 4,398,413</u>

Depreciation expense for the years ended February 29, 2020 and February 28, 2019 was \$401,166 and \$330,491, respectively.

**11. CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 29, 2020.

**12. CONCENTRATION OF RISK**

For the years ended February 29, 2020 and February 28, 2019, approximately \$12,100,000 (51%) and \$12,000,000 (48%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

**13. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	141,114	137,743
Elder Services	2,867	200,912
Mary Gale	24,082	-
NH Rotary Food Challenge	5,068	5,068
Summer Feeding	18,840	-
Common Pantry	4,764	5,534
Caring Fund	9,064	11,811
Agency – FAP	4,751	6,342
Agency Head Start	145,747	137,967
Community Crisis	2,550	350
Other Programs	<u>3,304</u>	<u>1,025</u>
 Total net assets with donor restrictions	 <u>\$ 362,814</u>	 <u>\$ 507,415</u>

**14. RELATED PARTY TRANSACTIONS**

The Organization is related to the following corporation as a result of common management:

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

There was \$139,441 due from CAPBMC Development Corporation at both February 29, 2020 and February 28, 2019.

The Organization serves as the management agent for the following organizations:

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

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

The total amount due from the related parties (collectively) at February 29, 2020 and February 28, 2019 was \$198,763 and \$185,937, respectively, and is included in accounts receivables.

15. **RECLASSIFICATION**

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

16. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$109,078 and \$101,522 at February 29, 2020 and February 28, 2019, respectively.

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

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

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

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

At February 29, 2020 and February 28, 2019, the Organization's investments were classified as Level 1 and were based on fair value.

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

	<u>2020</u>	<u>2019</u>
Beginning balance – mutual funds	\$ 101,522	\$ 97,753
Total gains (losses) – mutual funds	<u>7,556</u>	<u>3,769</u>
Ending balance – mutual funds	<u>\$ 109,078</u>	<u>\$ 101,522</u>

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

The Organization also has \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 29, 2020 and February 28, 2019.

**17. FISCAL AGENT**

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

**18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 5, 2021, the date the financial statements were available to be issued.

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

In April 2020, the Organization received loan proceeds in the amount of \$1,935,300 under the Paycheck Protection Program ("PPP"). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act").

If the Organization does not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first six months. The Organization intends to use the proceeds for purposes consistent with the PPP. Through the date of this report, the final determination of forgiveness has not occurred.

**SUPPLEMENTAL INFORMATION**

**(See Independent Auditors' Report)**

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 29, 2020**

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS THROUGH NAME</u>
<u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>		
Head Start	93.600	
Head Start	93.600	State of New Hampshire
Low Income Home Energy Assistance Program	93.568	State of New Hampshire
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire
Low Income Home Energy Assistance Program-HRRP	93.568	State of New Hampshire
Community Services Block Grant	93.569	State of New Hampshire
Social Services Block Grant-Home Delivered & Congregate Meals	93.667	State of New Hampshire
Social Services Block Grant-Service Link	93.667	State of New Hampshire
<b>TANF CLUSTER</b>		
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services
<b>AGING CLUSTER</b>		
Title III, Part B-Senior Transportation	93.044	State of New Hampshire
Title III, Part C-Congregate Meals	93.045	State of New Hampshire
Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire
NSIP	93.053	State of New Hampshire
<b>CHILD CARE AND DEVELOPMENT FUND CLUSTER</b>		
Child Care & Development Block Grant	93.575	State of New Hampshire
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire
<b>MEDICAID CLUSTER</b>		
Medical Assistance Program	93.778	State of New Hampshire
Medical Assistance Program - Veterans	93.778	Gateways Community Services
Family Planning - Services	93.217	State of New Hampshire
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health	93.354	State of New Hampshire
<b>MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER</b>		
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire
ACA - Aging & Disability Resource Center	93.517	State of New Hampshire
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire

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**FEDERAL GRANTOR/  
PROGRAM TITLE**

**CFDA  
NUMBER**

**PASS THROUGH NAME**

**FOOD DISTRIBUTION CLUSTER**

Commodity Supplemental Food Program  
Emergency Food Assistance Program-Administration  
Emergency Food Assistance Program

10.565  
10.568  
10.569

State of New Hampshire  
State of New Hampshire  
State of New Hampshire

Trade Mitigation

10.178

State of New Hampshire

Rural Housing Preservation Grant

10.433

**CORPORATION FOR NATIONAL & COMMUNITY SERVICES**

**FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER**  
Senior Companion Program

94.016

**US DEPARTMENT OF TRANSPORTATION**

Formula Grants for Rural Areas-Concord Transit

20.509

State of New Hampshire-Department of Transportation

**TRANSIT SERVICES PROGRAMS CLUSTER**

Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT  
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation  
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers

20.513  
20.513  
20.513

State of New Hampshire-Department of Transportation  
State of New Hampshire-Department of Transportation  
Merrimack County

**US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Supportive Housing Program  
Supportive Housing Program-Outreath

14.235  
14.235

State of New Hampshire  
State of New Hampshire

Emergency Solutions Grant  
Continuum of Care Program

14.231  
14.267

State of New Hampshire  
State of New Hampshire

**US DEPARTMENT OF ENERGY**

Weatherization Assistance for Low Income Persons

81.042

State of New Hampshire

**US DEPARTMENT OF LABOR**

Senior Community Service Employment Program

17.235

State of New Hampshire

**WIAWIOA CLUSTER**

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

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 29, 2020**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 29, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

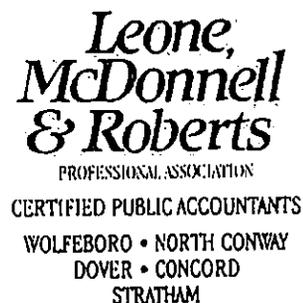
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**NOTE 3 INDIRECT COST RATE**

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

**NOTE 4 FOOD COMMODITIES AND VEHICLES**

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



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

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 29, 2020, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 5, 2021.

**Internal Control Over Financial Reporting**

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be a material weakness.

**Compliance and Other Matters**

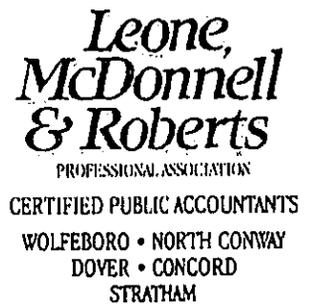
As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance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

**Purpose of this Report**

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

*Leone McDonnell & Roberts  
Professional Association*

Concord, New Hampshire  
January 5, 2021



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

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

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

**Report on Compliance for Each Major Federal Program**

We have audited Community Action Program Belknep-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknep-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2020. Community Action Program Belknep-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

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

**Auditors' Responsibility**

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

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

**Opinion on Each Major Federal Program**

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 29, 2020.

**Report on Internal Control Over Compliance**

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

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

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

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

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 5, 2021

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

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 29, 2020**

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. One material weakness relating to the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:  
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Head Start 93.600, Community Services Block Grant 93.569, U.S. Department of Agriculture, Food Distribution Cluster, 10.565, 10.568, 10.569, Trade Mitigation 10.178, NON-FEDERAL Public Utilities Companies, Electrical Assistance Program.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

## **FINDINGS - FINANCIAL STATEMENTS AUDIT**

### **MATERIAL WEAKNESS**

2020-001

*Condition:* The financial statements presented to the auditor at the beginning of fieldwork understated revenue and expenses by a material amount. This was primarily the result of improper cut off due to revenue and expenses related to the fiscal year under audit being recorded to the subsequent period.

*Criteria:* The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis and a review is completed prior to closing the financial records for the year.

*Cause:* The Organization's Director of Finance did not regard the proper cut off of the direct fuel assistance payments and reimbursement revenue to be important. Both the accounting staff and the staff within the fuel assistance department appears to maintain good controls and good records, however, the Director of Finance did not understand the importance of using the information available to post an entry to ensure correct cut off of revenue and expenses.

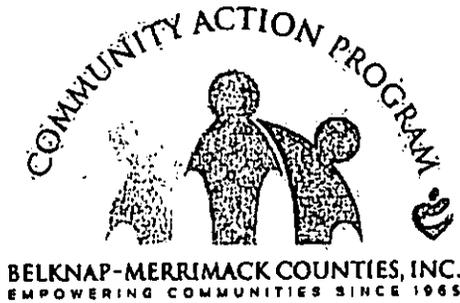
*Effect:* A significant adjusting journal entry was proposed by the auditor to ensure accurate revenue and expense cut off for the period under audit.

*Recommendations:* The auditors recommend that the financial closing process include a review of all significant balance sheet and profit and loss accounts.

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

None

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 P.O. Box 1016  
 Concord, NH  
 03302-1016

**CORRECTIVE ACTION PLAN**

**Finding: 2020-001**

**Plan:** Accounts will be reconciled and reviewed on a timely basis and completed prior to the annual close of the financial records.

The Staff Accountant or other accounting staff member reconciles all monthly bank statements which are then approved by the Fiscal Officer. The Staff Accountant prepares an adjusting entry for interest, service charges and other adjustments which are also approved by the Fiscal Officer.

The Staff Accountant or other accounting staff member reconciles all project balance sheet accounts monthly which are then approved by Fiscal Officer. The Staff Accountant or other accounting staff member print necessary schedules to reconcile the accounts & check balance totals. Any reconciling items are brought to the attention of the Fiscal Officer who corrects them at the Bank or approves the adjusting journal entry.

The Organization will ensure the policies are followed as written.

**Contact:**

Rossana Goding, Fiscal Officer  
 2 Industrial Park Drive Concord NH 03303 (603)  
 225-3295 x 1131

Jeanne Agri, Chief Executive Officer  
 2 Industrial Park Drive Concord, NH 03303 (603)  
 225-3295 x 1113

**Anticipated completion date: February 28, 2021**

<b>ALTON</b> Senior Center ..... 875-7102 Prospect View Housing ..... 875-3111	<b>CONCORD</b> Area Center ..... 225-6880 Head Start ..... 224-4492 Early Head Start ..... 224-4492 Concord Area Mech on Wheels ..... 225-9092 Concord Area Transit ..... 225-1989 Harvest on Pond Place ..... 228-6756 WIC/CSFP ..... 225-2050 Workplace Success ..... 223-7305	<b>EPSOM</b> Meadow Brook Housing ..... 734-8250 <b>FRANKLIN</b> Head Start ..... 934-2161 Early Head Start ..... 934-2161 Senior Center ..... 934-4151 Riverside Housing ..... 934-5340	<b>LACONIA</b> Area Center ..... 524-5512 Head Start ..... 528-8334 Early Head Start ..... 528-8334 Senior Center ..... 524-7689 Family Planning ..... 524-5453 Workplace Success ..... 524-4367 <b>MEREDITH</b> Area Center ..... 279-4096	<b>NEWBURY</b> Newbury Commons Housing ..... 743-0360 <b>PEMBROKE</b> Village of Pembroke Farms Housing ..... 485-1842 <b>PITTSFIELD</b> Senior Center ..... 435-8482 Head Start ..... 435-6618 Early Head Start ..... 435-6611	<b>SUNCOOK</b> Area Center ..... 485-7824 Senior Center ..... 485-4254 <b>TILTON</b> Senior Center ..... 527-8291 <b>WARNER</b> Area Center ..... 456-2207 Head Start ..... 456-2208 North Ridge Housing ..... 456-3398
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**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED FEBRUARY 29, 2020**

**MATERIAL WEAKNESS**

2019-001

*Condition:* The financial statements presented to the auditor at the beginning of fieldwork understated net income by a material amount. This was primarily the result of improper cut off due to revenue related to the fiscal year under audit being recorded to the subsequent period.

*Recommendations:* The auditors recommend that the Organization implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. Further, the auditors recommend that the financial closing process be simplified and include a review of all significant balance sheet and profit and loss accounts.

*Current Status:* The balance sheet accounts did show evidence of monthly reconciliations. However, the financial closing process was not complete and the required entry to adjust fuel assistance revenue and expense was not made. See 2020-001.

# State of New Hampshire

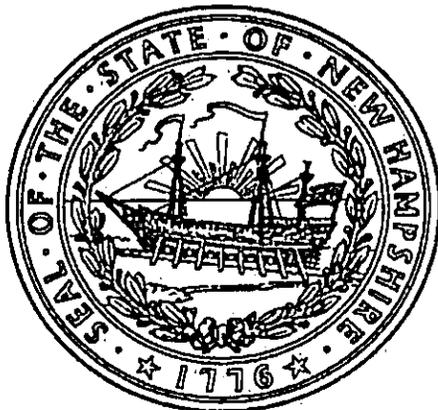
## Department of State

### CERTIFICATE

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

Business ID: 63021

Certificate Number: 0005338239



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

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



2 Industrial Park Drive  
 P.O. Box 1016  
 Concord, NH  
 03302-1016

### CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on **January 14, 2021**, at which a quorum of the Directors were present and voting.

**VOTED:** That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operations Officer/Deputy Director, Rossana Goding, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. Such authority to be in force and effect until **September 30, 2024**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

*Dennis Martino*  
 Signature of Elected Officer  
 Name: Dennis Martino  
 Title: President, Board of Directors

Dated: 5/27/2021

Rev. 11/12/2020  
 klh:COA - dennis martino

<b>ALTON</b> Senior Center .....875-7102 Prospect View Housing.....875-3111	<b>CONCORD</b> Area Center.....225-6880 Head Start.....224-6492 Early Head Start.....224-6492 Concord Area Meah on Wheels .....225-9092 Concord Area Transil.....225-1989 Horseshoe Pond Place .....228-6956 WIC/CSPF .....225-2050 Workplace Success.....223-2305	<b>EPSOM</b> Meadow Brook Housing .....736-8250	<b>FRANKLIN</b> Head Start.....934-2161 Early Head Start.....934-2161 Senior Center.....934-4151 Riverside Housing.....934-5340	<b>LACONIA</b> Area Center.....524-5512 Head Start.....528-5334 Early Head Start.....528-5334 Senior Center.....524-7689 Family Planning.....524-5453 Workplace Success.....524-4367	<b>MEREDITH</b> Area Center.....279-4096	<b>NEWBURY</b> Newbury Commons Housing.....763-0360	<b>NEWBROKE</b> Village at Pembroke Farms Housing.....485-1842	<b>PITTSFIELD</b> Senior Center.....435-8482 Head Start.....435-6618 Early Head Start.....435-6611	<b>SUNCOOK</b> Area Center.....485-7824 Senior Center.....485-4254	<b>TILTON</b> Senior Center.....527-8291	<b>WARNER</b> Area Center.....456-2207 Head Start.....456-2208 North Ridge Housing.....456-3398
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Effective April 2021

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

**BOARD OF DIRECTORS**

Dennis Martino, <i>President</i>	Kathy Goode
Robert (Bob) Krieger, <i>Vice President</i>	Sara A. Lewko
Safiya Wazir, <i>Treasurer</i>	Chris Pyles, Esq.
A. Bruce Carri, <i>Secretary/Clerk</i>	David Siff, Esq.
Heather Brown	Ben Wilson, AAMS® Financial Advisor
Theresa M. Cromwell	David Croft, Sheriff

**SUSAN M. WNUK**

---

**EXPERIENCE**

1992 to  
Present

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

Director, Community Health and Nutrition Services

- Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Title X Family Planning, Teen Clinic, HIV and Hepatitis C testing in correctional facilities and serves as the Statewide Administrator for Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program,
- Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations
- Fiscal management including budget preparation, monitoring, fundraising, and reports
- Responsible for hiring, personnel management
- Oversee special grant projects including Oral Health initiatives and statewide coordination of WIC Lead Screening.
- Development and implementation of policies and procedures
- Oversee quality improvements plans for all program services
- Responsible for grant management and report preparation
- Represents agency on local Boards of Directors, Coalitions, and Partnership

1991-1992

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

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

1989-1992

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

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

1987-1989

Director, Family Planning and HIV Counseling and Testing Services

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

1986-1987

Family Planning Program Director

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

1980-1985

**CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE**

Social Worker – Social Services Department

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

**EDUCATION**

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

**PROFESSIONAL ASSOCIATIONS****Board of Directors and Committees**

- National WIC Association  
Board of Directors 2013- present
  - Chair - Local Agency Section representing 7 USDA defined Regions - 2016-17
  - Northeast Region Local Agency Representative - 2013- present
  - NH Representative to Local Agency Section - 2010-present
  - NWA/USDA Food and Nutrition Services - Verification of Certification Task Force – Local Agency Representative - 2015-16
  - NWA Chair of Recruitment and Retention of RD's in WIC Task Force – 32018 to present
- National Commodity Supplemental Food Program Association  
President Board of Directors 2011  
Vice President Board of Directors 2010
  - *Marketing Committee- Chair 2012-2014*
  - *Board of Directors Local Agency Representative 1999-2000*
- New Hampshire WIC Directors Association - 1992-Present  
*Chairperson 2010-present*  
*Secretary 2000-2008*
- NH Hunger Solutions Coalition 2011-present  
*NH Roadmap to End Childhood Hunger*
- Health First Family Care Center - Board of Directors - January 2009-present
- Partnership for Public Health - Board of Directors - 2005-2015
- Winnepesaukee Public Health Council – Executive Committee - 2014 to present Co-Chair 2020 - present
- Capital Area Public Health Network – Public Health Advisory Council Executive Committee 2014-present
- Upper Valley Hunger Council – 2015 to present.
- Public Health Council of the Upper Valley – 2014 to present
  - *HEAL and Oral Health Committees – 2016 to present*
- Central New Hampshire Health Care Partnership - Founding member 2008-present
- HEAL - Statewide Practice Committee - 2009-2012  
Lakes Region HEAL - 2009-present  
CCNTR HEAL - 2009-2012
- Bi-State Primary Care Association – *Operations and Government Relations Committee 2004-2019*
- Whole Village Family Resource Center - *Board of Directors 1995-2000*  
*Chair Personnel Committee 1996-2000*
- Capital Area Wellness Coalition – 2010-present  
*Healthy Foods Subcommittee*

**Government Task Forces and Legislative Committees**

- Legislative Task Force on Perinatal Substance Abuse – 1993-2002
- Legislative Study Committee on Premature Births – 1991
- Attorney General's Task Force on Child Abuse and Neglect – 1990-1993
- National Family Planning and Reproductive Health Association – 1986-Present

**COMMUNITY & VOLUNTEER**

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

## James Riley

### Profile

Highly motivated, skilled employee with experience working across varied settings and vocations. Consistently meets objectives in an organized and timely manner. Assumes initiative and can work well independently but also takes direction and constructive feedback well. Exudes robust leadership and interpersonal skills coupled with critical thinking and problem-solving abilities. Collaborates very well with others and has a strong history of teaming with colleagues. Strong attention to detail and esthetic when completing projects.

### Education

#### **The International Butler Academy, Zeist, Netherlands**

Professional Butling and Household Management Certification, 2009

#### **Southern New Hampshire University, Manchester, NH**

Coursework in Business Administration

Concentration in Organizational Leadership, 2009

#### **Colby-Sawyer College, New London, NH**

Coursework in Nursing, 2007-2008

#### **Concord High School, Concord, NH**

High School Diploma, 2007

### Professional Experience

#### **September 2019- Current Commodity Supplemental Food Program - Warehouse Manager**

*Community Action Program of Belknap and Merrimack Counties, Concord, NH*

- Direct Supervisor for Warehouse Assistant
- Daily production of preparing and packing of USDA food boxes
- Manages and trains all volunteers to help with production of commodity foods
- Utilizes forklift and Pallet-Jack
- Driving of large box truck to deliver commodity foods to elderly
- Oversees safety and cleanliness of warehouse
- Possesses DOT medical card to drive agency trucks

#### **May 2019-September 2019 Front of House Manager**

*Luke's Lobster, Portland, ME*

- Managed and trained all staff, which included scheduling, hiring, firing, and staff retention duties
- Proficient in POS systems, produced daily specials, and intensive cash handling
- Planned and catered private functions with superior customer service
- Performed clerical duties as needed

#### **February 2014-December 2018 Assistant General Manager**

*Cheers Restaurant Bar & Grille, Concord, NH*

- Supervised all staff with duties that included both the hiring and termination processes
- Management responsibilities included payroll, cash flow, staff scheduling, and planning daily specials
- Skilled in organizing and executing private functions with a strong focus on customer service
- Administrative and serving duties as required

**June 2016-September 2016 Manager**

*Lupe's 55 Authentic Mexican, Hampton Beach, NH*

- Organized and oversaw daily business functionality from open to close
- Directed personnel, delegated staff breaks, and handled customer service inquiries
- Maintained the production of high volumes of fresh produce for menu consistency
- Assisted in planning and participation of events such as the local seafood festival

**September 2015-June 2016 Assistant General Manager**

*900 Degrees Neapolitan Pizzeria, Manchester, NH*

- Charged with ordering/par sheets, calculating pricing and managing the budget
- Participated in fundraising initiatives as well as public and community outreach
- Engaged in superior customer service
- Managed and trained all staff, which included scheduling, hiring, firing, and staff retention duties

**November 2007-June 2014 Educational Assistant**

*Concord School District, Concord, NH*

- Provided instruction in a one-to-one setting and implemented discrete trial instruction (DTI)
- Worked with students with behavioral or developmental diagnoses such as autism spectrum disorder (ASD)
- Assisted in general classroom teaching

**References:**

**Provided Upon Request**

**Department of Health and Human Services**

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

**Commodity Supplemental Foods Program (CSFP) and  
Senior Farmers Market Nutrition Program (SFMNP)**

**July 1, 2021 – June 30, 2022**

**KEY PERSONNEL**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Susan M. Wnuk	Director, Community Health & Nutrition Services	\$66,866.00	12%	\$8,023.92
James Riley	Warehouse Manager	\$42,900.00	100%	\$42,900.00

19 mac



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF PUBLIC HEALTH SERVICES

Kerrin A. Rounds  
 Acting Commissioner

Lisa M. Morris  
 Director

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

January 2, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing agreement with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003), 2 Industrial Park Drive, Concord, NH 03302, for the provisions of a Commodity Supplemental Food Program and a Senior Farmers Market Nutrition Program, statewide, by decreasing the price limitation by \$28,514 from \$1,509,903 to \$1,481,389, with no change to the contract completion date of September 30, 2021, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by the Governor and Executive Council on June 21, 2017 (item #49), as amended on May 2, 2018 (item #5B) and as amended on March 13, 2019 (item #14).

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between state fiscal years within the price limitation through the Budget Office, if needed and justified.

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	90006007	\$315,000	\$0	\$315,000
	102-500734	Contracts for Prog Svc	90006024	\$1,400	\$0	\$1,400
	520-500361	FMNP Food Costs	90006025	\$0	\$0	\$0
2019	102-500734	Contracts for Prog Svc	90076007	\$262,475	\$0	\$262,475

	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500361	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2020	102-500734	Contracts for Prog Svc	90006007	\$262,475	(\$12,673)	\$249,802
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500734	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2021	102-500734	Contracts for Program Svc	90006007	\$262,475	(\$12,673)	\$249,802
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500361	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2022	102-500734	Contracts for Prog Svc	90006007	\$65,618	(\$3,168)	\$62,450
	102-500734	Contracts for Prog Svc	90006024	\$7,000	\$0	\$7,000
	520-500364	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
			<b>TOTALS</b>	<b>\$1,509,903</b>	<b>(\$28,514)</b>	<b>\$1,481,389</b>

#### EXPLANATION

The purpose of this request is to reduce the funding for the Commodity Supplemental Food Program due to a state award reduction in federal funding and a decrease in the number of individuals enrolled in the program. Additionally, scope of service requirements are being updated to ensure compliance with 7 CFR 247 and 7 CFR 250 as the result of a recent federal review of the Commodity Supplemental Foods Program by the United States Department of Agriculture, Food and Nutrition Services.

Services in this agreement continue to include a statewide Commodity Supplemental Foods Program and a statewide Senior Farmers Market Nutrition Program available to eligible clients. The programs assist with improving the health of low-income elderly persons who are sixty (60) years of age and older by supplementing their diets with nutritious foods year-round and fresh fruits and vegetables during the summer months.

Approximately 3,600 individuals will be served annually through September 30, 2021, which is a decrease from 4,000 annually.

The Department will monitor the Contractor using the following performance measures:

- The Contractor will provide supplemental foods to a minimum of ninety-five percent (95%) of the assigned Commodity Supplemental Foods Program caseload in Federal Fiscal Years (FFYs) 2020 and 2021.

- The Contractor will provide farm fresh bundles to a minimum of ninety-five percent (95%) of the assigned Commodity Supplemental Foods Program caseload in FFYs 2020 and 2021.

As referenced in Exhibit C-1 Revisions to General Provisions of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent on Governor and Executive Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not approve this request, the Department may have to terminate the Commodity Supplemental Food Program early due to the decrease in available federal funding. Terminating the program early may have adverse effects on the health of low-income elderly persons, sixty (60) years of age and older, as they will no longer have access to nutritional foods that supplement their diets year-round. Additionally, the Department will continue to be out of compliance with federal regulations cited in 7 CFR 247 and 7 CFR 250, if citations to the regulations are not updated in the contract document.

Area Served: Statewide

Sources of Funds: 100% Federal Funds from the US Department of Agriculture, Food and Nutrition Service, Commodity Supplemental Food Program, Catalog of Federal Domestic Assistance (CFDA) #10.565, Federal Award Identification Number (FAIN) 204NH814Y8005, and from the US Department of Agriculture, Food and Nutrition Service, Senior Farmers Market Nutrition Program, CFDA #10.576, FAIN 194NH083Y8314 and FAIN 194NH083Y8313.

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

Respectfully submitted,



Kerrin A. Rounds  
Acting Commissioner

**New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market  
Nutrition Program**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Commodity Supplemental Foods Program and  
Senior Farmers Market Nutrition Program Contract**

This 3<sup>rd</sup> Amendment to the Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #49), as amended on May 2, 2018 (Item #5B), and on March 13, 2019 (Item 14), and 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 or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,481,389.
2. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A – Amendment #3, Scope of Services.
3. Exhibit B, Method and Conditions Precedent to Payment, Section 1, to read:
  1. This contract is funded with Federal Funds from the US Department of Agriculture, Food and Nutrition Service, Commodity Supplemental Food Program, Catalog of Federal Domestic Assistance (CFDA) #10.565, Federal Award Identification Number (FAIN) 204NH814Y8005 and from the US Department of Agriculture, Food and Nutrition Service, Senior Farmers Market Nutrition Program, CFDA #10.576, FAIN 194NH083Y8314 and FAIN 194NH083Y8313.
4. Exhibit B, Method and Conditions Precedent to Payment, Section 3, to read:
  3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures in accordance with the approved budget line items in Exhibits:
    - 3.1. B-1 Budget;
    - 3.2. B-2 Budget – Amendment #2;
    - 3.3. B-3 Budget – Amendment #3;
    - 3.4. B-4 Budget – Amendment #3;
    - 3.5. B-5 Budget – Amendment #3;

**New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market  
Nutrition Program**



- 
- 3.6. B-6 Budget;
  - 3.7. B-7 Budget;
  - 3.8. B-8 Budget;
  - 3.9. B-9 Budget; and
  - 3.10. B-10 Budget.
5. Delete Exhibit B-3 Budget, Amendment #2 and replace with Exhibit B-3 Budget, Amendment #3, Commodity Supplemental Food Program.
  6. Delete Exhibit B-4 Budget, Amendment #2 and replace with Exhibit B-4 Budget, Amendment #3, Commodity Supplemental Food Program.
  7. Delete Exhibit B-5 Budget, Amendment #2 and replace with Exhibit B-5 Budget, Amendment #3, Commodity Supplemental Food Program.
  8. Delete Exhibit C-1 Revisions to General Provisions, Section 2, in its entirety and replace with the following:
    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 Contract immediately if the Contractor is not in compliance with the provisions and scope of services in the Contract.
      - 10.2 The State may terminate the Contract at any time for any reason, at the sole discretion of the State, thirty (30) days after providing the Contractor written notice that the State is exercising its option to terminate the Contract.
      - 10.3 The Contractor may terminate the Agreement at any time for any reason, at the sole discretion of the Contractor, one hundred eighty (180) days after providing the State written notice that the Contractor is exercising its option to terminate the Agreement.
      - 10.4 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 Contract, including but not limited to, identifying the present and future needs of clients receiving services under the Contract and establishes a process to meet those needs.
      - 10.5 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 Contract and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
      - 10.6 In the event that services under the Agreement, including but not limited to clients receiving services under the Contract 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.
      - 10.7 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.

New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market  
Nutrition Program



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

Lisa Morris  
Director

1/2/20  
Date

Community Action Program Belknap-Merrimack  
Counties, Inc.

Name: Jeanne Agri  
Title: Executive Director

12/13/2019  
Date

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 12/13/2019, before the undersigned officer, personally appeared the person identified directly 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

KATHY L. HOWARD Notary Public, NH  
My Commission Expires: My Commission Expires October 17, 2023

New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market  
Nutrition Program



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

OFFICE OF THE ATTORNEY GENERAL

1/3/20  
Date

  
Name: CATHERINE PINOS  
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 #3

### Scope of Services

#### 1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor shall submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

#### 2. STATEMENT OF WORK

- 2.1 The Contractor shall provide statewide public health nutrition services through the administration of the Commodity Supplemental Food Program (CSFP) and the Senior Farmers' Market Nutrition Program (SFMNP), with a targeted focus on counties with a greater number of at-risk elderly individuals, while meeting the nutritional needs of at least 95% of the assigned caseload. The Contractor shall certify:
  - 2.1.1 Participants are informed of their rights and responsibilities at the time of certification in the CSFP and SFMNP.
  - 2.1.2 Participants are provided fair hearing procedures for persons who file statements claiming inappropriate adverse action.
  - 2.1.3 The special needs of the homebound elderly are met by utilizing proxies and volunteers.
- 2.2 The Contractor shall provide the certification in 2.1, food delivery and food storage, as appropriate and in accordance with the Code of Federal Regulations 7 CFR 247 and 7 CFR 250, which includes, but is not limited to:
  - 2.2.1 Storing and distributing commodities.
  - 2.2.2 Compliance with civil rights requirements.
  - 2.2.3 Maintaining accurate and complete records.
  - 2.2.4 Conducting program outreach.
  - 2.2.5 Determining eligibility of applicants in accordance with eligibility criteria established by the Department.
  - 2.2.6 Compliance with fiscal and operational requirements established by the Department.



### Exhibit A – Amendment #3

- 2.3 The Contractor shall determine program eligibility for the CSFP and SFMNP elderly applicants who are at or below 130% of the federal poverty level in accordance with the annual United States Department of Agriculture (USDA) CSFP and SFMNP Income Guidelines.
- 2.4 The Contractor shall maintain participant certification master files at a central location that is accessible for audit and review for a minimum of three (3) years.
- 2.5 The Contractor shall work with the Department to produce required program resources to administer the CSFP and SFMNP in accordance with 7 CFR 247 and 7 CFR 250 and in a culturally and linguistically appropriate manner, which includes, but is not limited to:
  - 2.5.1 Participant rights and rules information.
  - 2.5.2 Training and educational materials.
  - 2.5.3 Appropriate printed materials, flyers and handouts for program participants.
  - 2.5.4 On-site management evaluations.
- 2.6 The Contractor shall comply with all USDA Food and Nutrition Services (FNS) regulations, policies, instructions and state policies and procedures for the CSFP and SFMNP.
- 2.7 The Contractor shall adjust the provision of services, as necessary, to ensure compliance with changes in the federal regulations governing the CSFP and SFMNP that may occur with the contract period.
- 2.8 The Contractor shall allow the Department of Health and Human Services, the Comptroller General, Office of Inspector General, the Department of Agriculture, or any of its duly authorized representatives, to conduct on-site reviews to determine compliance with Section 6, Compliance, ensuring access to information that includes, but is not limited to:
  - 2.8.1 Program operations.
  - 2.8.2 Financial operations.
  - 2.8.3 Storage facility.
- 2.9 The Contractor shall work with the Department to write policies and implement procedures to prevent and detect dual participation within the CSFP and SFMNP. The Contractor shall pursue claims against participants or farmers, as necessary or required.
- 2.10 The Contractor shall maintain an adequate accounting and record keeping system to ensure a distinct audit trail, which includes, but not limited to:
  - 2.10.1 Accounting ledgers;
  - 2.10.2 Copies of all subcontracts;
  - 2.10.3 Payments;
  - 2.10.4 Participation rates; and
  - 2.10.5 Invoices and correspondence.



### Exhibit A – Amendment #3

- 2.11 The Contractor shall provide financial and aggregate program data that contains no personally identifiable information (PII) to the Department on a monthly basis, and as requested which includes, but is not limited to:
- 2.11.1 Yearly race and ethnicity reporting;
  - 2.11.2 Monthly participation count by service area;
  - 2.11.3 Monthly warehouse physical inventory count;
- 2.12 The Contractor shall obtain prior approval from the Department before allowing participation to exceed the caseload assigned by the Department for CSFP and SFMNP.
- 2.13 The Contractor shall comply with USDA Office of Civil Rights policies, including, but not limited to:
- 2.13.1 Inserting the non-discrimination statement on all outreach and program materials.
  - 2.13.2 Ensuring all staff and volunteers not discriminate participants based on race, color, national origin, age, sex or disability.
- 2.14 The Contractor shall comply with all Federal, State, or local requirements relative to food safety and health, including required health inspections and procedures for responding to a food recall.
- 2.15 The Contractor shall provide participants current nutritional information and materials regarding the availability of other nutrition, health and social service assistance programs in the individual's service area, which includes, but is not limited to information regarding::
- 2.15.1 Supplemental security income benefits available through Title XVI of the Social Security Act;
  - 2.15.2 Medical assistance available through Title XIX of the Social Security Act, including medical assistance provided to Medicare beneficiaries; and
  - 2.15.3 The supplemental nutrition assistance program available to all elderly applicants, as appropriate.
- 2.16 The Contractor shall coordinate referrals and enrollment initiatives with other organizations such as the NH Senior Center Network and Faith-based Services Warehouse and Distribution Requirements.
- 2.17 The Contractor shall provide warehouse facilities for receiving, storing and distributing USDA commodities for CSFP and fresh fruit and vegetable bundles for SFMNP in compliance with state and federal regulations. The Contractor shall:
- 2.17.1 Store donated foods ensuring foods are distinguished from one another.
  - 2.17.2 Ensure recordkeeping of inventory and separate recordkeeping of donated foods.
  - 2.17.3 Receive food commodities for distribution.



### Exhibit A – Amendment #3

- 2.17.4 Account for any loss resulting from improper distribution, or improper storage, care or handling of commodities.
- 2.17.5 Perform required monthly CSFP caseload and commodity inventory reporting.
- 2.17.6 Ship commodities, fresh fruit and vegetable bundles to the certification/distribution sites based on packing dates, ensuring that the oldest commodities and produce are distributed first.
- 2.17.7 Provide appropriate refrigeration for up to five (5) days for fresh bulk produce.
- 2.17.8 Order and maintain appropriate levels of inventory, which includes, but is not limited to maintaining and safeguarding USDA foods during handling, storage and distribution per 7 CFR 250.14(b).
- 2.17.9 Distribute USDA Foods in accordance with the approved food package guide rate.
- 2.17.10 Distribute donated foods to eligible recipient agencies in a timely manner, in optimal condition and in amounts for which the recipient agencies are eligible.
- 2.18 The Contractor shall work with the NH Department of Agriculture to recruit, authorize, and train farmers to provide bulk purchase of authorized produce for the SFMNP. The Contractor shall:
  - 2.18.1 Coordinate with farmers for the delivery of the bulk purchased bundles of produce to CSFP clinic sites statewide.
  - 2.18.2 Development, distribute and collect farmer applications and agreements.
  - 2.18.3 Provide annual farmer orientation and training for the SFMNP.
  - 2.18.4 Develop and distribute nutrition education services and print materials for all participants of the SFMNP.

### 3. PERFORMANCE MEASURES

- 3.1 A minimum of ninety-five percent (95%) of the assigned CSFP caseload receive services to supplement their diets with nutritious foods year round.
- 3.2 A minimum of ninety-five percent (95%) of active CSFP participants with SFMNP receive fresh fruits and vegetables in the summer months.

### 4. REPORTING AND DELIVERABLES

- 4.1 The Contractor shall provide the names and addresses of all CSFP certification, distribution and storage sites under the jurisdiction of the local agency to the Department annually in October each year of the contract period.
- 4.2 The Contractor shall provide the financial and aggregate program data in 2.11 to the Department on a monthly basis and upon request.
- 4.3 The Contractor shall provide CSFP caseload and commodity inventory reports to the Department no later than the fifth (5<sup>th</sup>) of each month.



### Exhibit A – Amendment #3

- 4.4 The Contractor shall provide CSFP and SFMNP race and ethnicity reporting to the Department upon request.
- 4.5 The Contractor shall submit an Annual CSFP and SFMNP Report to the Department no later than September 30th each year of the contract period.

## 5. COMPLIANCE

- 5.1 The Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- 5.2 By providing this assurance, the Contractor agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.
- 5.3 This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

**Exhibit B-3 - Amendment #3, Commodity Supplemental Food Program**

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

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

Budget Request for: Commodity Supplemental Foods Program

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 59,842.00	\$ 3,844.00	\$ 63,486.00	\$ -	\$ -	\$ -	\$ 59,842.00	\$ 3,844.00	\$ 63,486.00
2. Employee Benefits	\$ 21,517.00	\$ 1,425.00	\$ 22,942.00	\$ -	\$ -	\$ -	\$ 21,517.00	\$ 1,425.00	\$ 22,942.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ 265.00
6. Travel	\$ 11,440.00	\$ -	\$ 11,440.00	\$ -	\$ -	\$ -	\$ 11,440.00	\$ -	\$ 11,440.00
7. Occupancy	\$ 43,719.00	\$ -	\$ 43,719.00	\$ -	\$ -	\$ -	\$ 43,719.00	\$ -	\$ 43,719.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 503.00	\$ -	\$ 503.00	\$ -	\$ -	\$ -	\$ 503.00	\$ -	\$ 503.00
Postage	\$ 465.00	\$ -	\$ 465.00	\$ -	\$ -	\$ -	\$ 465.00	\$ -	\$ 465.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,350.00	\$ -	\$ 5,350.00	\$ -	\$ -	\$ -	\$ 5,350.00	\$ -	\$ 5,350.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 80,920.00	\$ -	\$ 80,920.00	\$ -	\$ -	\$ -	\$ 80,920.00	\$ -	\$ 80,920.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse Supplies	\$ 14,883.00	\$ -	\$ 14,883.00	\$ -	\$ -	\$ -	\$ 14,883.00	\$ -	\$ 14,883.00
Indirect	\$ -	\$ 5,829.00	\$ 5,829.00	\$ -	\$ -	\$ -	\$ -	\$ 5,829.00	\$ 5,829.00
<b>TOTAL</b>	\$ 238,704.00	\$ 11,098.00	\$ 249,802.00	\$ -	\$ -	\$ -	\$ 238,704.00	\$ 11,098.00	\$ 249,802.00

Indirect As A Percent of Direct

4.6%

Contractor Initials JA  
 Date 12.13.19

**Exhibit B-4 - Amendment #3, Commodity Supplemental Food Program**

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

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

Budget Request for: Commodity Supplemental Foods Program

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 59,842.00	\$ 3,844.00	\$ 63,486.00	\$ -	\$ -	\$ -	\$ 59,842.00	\$ 3,844.00	\$ 63,486.00
2. Employee Benefits	\$ 21,517.00	\$ 1,425.00	\$ 22,942.00	\$ -	\$ -	\$ -	\$ 21,517.00	\$ 1,425.00	\$ 22,942.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ 265.00
6. Travel	\$ 11,440.00	\$ -	\$ 11,440.00	\$ -	\$ -	\$ -	\$ 11,440.00	\$ -	\$ 11,440.00
7. Occupancy	\$ 43,719.00	\$ -	\$ 43,719.00	\$ -	\$ -	\$ -	\$ 43,719.00	\$ -	\$ 43,719.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 503.00	\$ -	\$ 503.00	\$ -	\$ -	\$ -	\$ 503.00	\$ -	\$ 503.00
Postage	\$ 485.00	\$ -	\$ 485.00	\$ -	\$ -	\$ -	\$ 485.00	\$ -	\$ 485.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,350.00	\$ -	\$ 5,350.00	\$ -	\$ -	\$ -	\$ 5,350.00	\$ -	\$ 5,350.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 80,920.00	\$ -	\$ 80,920.00	\$ -	\$ -	\$ -	\$ 80,920.00	\$ -	\$ 80,920.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 14,883.00	\$ -	\$ 14,883.00	\$ -	\$ -	\$ -	\$ 14,883.00	\$ -	\$ 14,883.00
Indirect	\$ -	\$ 5,829.00	\$ 5,829.00	\$ -	\$ -	\$ -	\$ -	\$ 5,829.00	\$ 5,829.00
<b>TOTAL</b>	\$ 238,704.00	\$ 11,098.00	\$ 249,802.00	\$ -	\$ -	\$ -	\$ 238,704.00	\$ 11,098.00	\$ 249,802.00

Indirect As A Percent of Direct

4.6%

Contractor Initials

*JA*

Date 12.13.19



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

14 mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION OF PUBLIC HEALTH SERVICES***

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

February 6, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003), 2 Industrial Park Drive, Concord, NH 03302, for the provisions of a Commodity Supplemental Food Program (CSFP) and a Senior Farmers' Market Nutrition Program (SFMNP) statewide, by decreasing the price limitation by \$170,707 from \$1,680,610 to \$1,509,903 with no change in the completion date of September 30, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

The original agreement was approved by the Governor and Executive Council on June 21, 2017, (Item #49), and amended on May 2, 2018 (Item #5B)

Funds to support this request are available in State Fiscal Years 2018 and 2019 and are anticipated to be available in State Fiscal Years 2020, 2021 and 2022 upon the availability and continued appropriation of funds in future operating budgets.

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2018	102-500734	Contracts for Program Svc	90006007	\$315,000.00	\$0.00	\$315,000.00
2018	102-500734	Contracts for Program Svc	90006024	\$1,400.00	\$0.00	\$1,400.00
2018	520-500381	FMNP Food Costs	90006025	\$0.00	\$0.00	\$0.00
			<i>Subtotal</i>	<b>\$316,400.00</b>	<b>\$0.00</b>	<b>\$316,400.00</b>

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2019	102-500734	Contracts for Program Svc	90006007	\$315,000.00	(\$52,525.00)	\$262,475.00
2019	102-500734	Contracts for Program Svc	90006024	\$8,400.00	\$0.00	\$8,400.00
2019	520-500361	FMNP Food Costs	90006025	\$77,065.00	\$0.00	\$77,065.00
			<i>Subtotal</i>	\$400,465.00	(\$52,525.00)	\$347,940.00

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2020	102-500734	Contracts for Program Svc	90006007	\$315,000.00	(\$52,525.00)	\$262,475.00
2020	102-500734	Contracts for Program Svc	90006024	\$8,400.00	\$0.00	\$8,400.00
2020	520-500361	FMNP Food Costs	90006025	\$77,065.00	\$0.00	\$77,065.00
			<i>Subtotal</i>	\$400,465.00	(\$52,525.00)	\$347,940.00

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2021	102-500734	Contracts for Program Svc	90006007	\$315,000.00	(\$52,525)	\$262,475.00
2021	102-500734	Contracts for Program Svc	90006024	\$8,400.00	\$0.00	\$8,400.00
2021	520-500361	FMNP Food Costs	90006025	\$77,065.00	\$0.00	\$77,065.00
			<i>Subtotal</i>	\$400,465.00	(\$52,525)	\$347,940.00

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2022	102-500734	Contracts for Program Svc	90006007	\$78,750.00	(\$13,132)	\$65,618.00
2022	102-500734	Contracts for Program Svc	90006024	\$7,000.00	\$0.00	\$7,000.00

2022	520-500361	FMNP Food Costs	90006025	\$77,065.00	\$0.00	\$77,065.00
			<i>Subtotal</i>	<i>\$162,815.00</i>	<i>(\$13,132)</i>	<i>\$149,683.00</i>
			<b>TOTAL:</b>	<b>\$1,680,610.00</b>	<b>(\$170,707.00)</b>	<b>\$1,509,903.00</b>

**EXPLANATION**

The purpose of this request is to initiate a reduction in the Commodity Supplemental Food Program due to a federal funding decrease. Additionally, the Senior Farmers Market Program offers individuals the ability for to access bundles of fresh food from local farms. Currently, seniors can receive a bundle of food worth \$18.00. However, the Department is requesting the amount of fresh food bundle values to increase by \$2.00 from \$18.00 to \$20.00. This two-dollar increase will not require an increase in the contract price limitation and will only affect the amount of food in each bundle that a senior can receive.

Services in this agreement include a statewide Commodity Supplemental Foods Program and a statewide Senior Farmers' Market Nutrition Program available to eligible clients. These programs work to improve the health of low-income elderly persons at least sixty (60) years of age by supplementing their diets with nutritious foods year round and fresh fruits and vegetables in the summer.

Approximately 4,000 individuals will be served annually from January through December.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the State Legislature and funds encumbered for the State Fiscal Years 2020-2021 and 2022-2023 biennia.

Should the Governor and Executive Council not approve this request, low-income elderly persons may not receive an additional \$2.00 increase per bundle when receiving fresh fruits and vegetables during the summer months to supplement their diets.

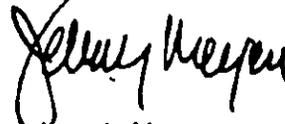
Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture, CFDA# 10.565, FAIN# 184NH814Y8005

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is fluid and cursive, with a large initial "J" and "M".

Jeffrey A. Meyers  
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families  
in providing opportunities for citizens to achieve health and independence.*

**New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program**



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

**Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program**

This 2<sup>nd</sup> Amendment to the Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program contract (hereinafter referred to as "Amendment #2") dated this 2<sup>nd</sup> day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item 49), and amended on May 2, 2018 (Item 5B), 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 terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37; General Provisions, Paragraph 18, and Exhibit B, Method and Conditions of Payment, Paragraph 8, the parties may modify the payment schedule and adjust budget line items of the contract upon written agreement; and

WHEREAS, the parties agree to adjust budget line items to reduce the price limitation due to a reduction in federal funding, with no changes to the scope of work; 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. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,509,903.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
4. Delete and replace the following:
  - 4.1. Exhibit B-2, Budget with Exhibit B-2, Amendment #2, Commodity Supplemental Food Program.
  - 4.2. Exhibit B-3, Budget with Exhibit B-3, Amendment #2, Commodity Supplemental Food Program.
  - 4.3. Exhibit B-4, Budget with Exhibit B-4, Amendment #2, Commodity Supplemental Food Program.
  - 4.4. Exhibit B-5, Budget with Exhibit B-5, Amendment #2, Commodity Supplemental Food Program.
5. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program**

This amendment shall be effective upon the date of Department of Health and Human Services 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

Lisa Morris MSSW  
Director

1/23/19  
Date

Community Action Program  
Belknap-Merrimack Counties, Inc.

Name: Steven E. Gregoire  
Title: Budget Analyst

1/18/19 <sup>SG</sup>  
Date

**Acknowledgement of Contractor's signature:**

State of New Hampshire, County of Merrimack on 1/18/2019, before the undersigned officer, personally appeared the person identified directly 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

James Sudak, Justice of the Peace  
Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_  
JAMES W. SUDAK, Justice of the Peace  
My Commission Expires, March 23, 2021



**New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program**

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

**OFFICE OF THE ATTORNEY GENERAL**

1/31/19  
Date

[Signature]  
Name: Ryan 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:

Exhibit B-2, Amendment #2, Commodity Supplemental Food Program

New Hampshire Department of Health and Human Services

District/Program Name: Community Action Program Bellows-Falls/Manchester Counties Inc.

Budget Request for: Community Supplemental Food Program

Budget Period: July 1, 2018 - June 30, 2019

Use Item	Total Program Cost			Contractor Share / Match			Funded by DHS/contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 64,118.00	\$ 3,500.00	\$ 67,618.00				\$ 64,118.00	\$ 3,500.00	\$ 67,618.00
2. Employee Benefits	\$ 73,132.00	\$ 1,000.00	\$ 74,132.00				\$ 73,132.00	\$ 1,000.00	\$ 74,132.00
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Construction									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 183.00		\$ 183.00				\$ 183.00		\$ 183.00
6. Travel	\$ 12,300.00		\$ 12,300.00				\$ 12,300.00		\$ 12,300.00
7. Occupancy	\$ 47,000.00		\$ 47,000.00				\$ 47,000.00		\$ 47,000.00
8. Current Expenses									
Telephone	\$ 340.00		\$ 340.00				\$ 340.00		\$ 340.00
Postage	\$ 300.00		\$ 300.00				\$ 300.00		\$ 300.00
Subscriptions									
Audit and Legal									
Insurance	\$ 3,736.00		\$ 3,736.00				\$ 3,736.00		\$ 3,736.00
Other Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements	\$ 80,470.00	\$ 7,350.00	\$ 87,820.00				\$ 80,470.00	\$ 7,350.00	\$ 87,820.00
13. Other (specific details mandatory)									
Warehouse Supplies	\$ 18,000.00		\$ 18,000.00				\$ 18,000.00		\$ 18,000.00
<b>TOTAL</b>	\$ 254,475.00	\$ 12,850.00	\$ 267,325.00				\$ 254,475.00	\$ 12,850.00	\$ 267,325.00

Indirect As A Percent of Direct

4.8%

Contractor Initial: *[Signature]*  
 Date: 11/18/19

Exhibit B-3, Amendment #2, Commodity Supplemental Food Program

New Hampshire Department of Health and Human Services

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

Budget Request for: Community Supplemental Food Program

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by 01419 contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 84,118.00	\$ 3,300.00	\$ 87,418.00	-	-	-	\$ 84,118.00	\$ 3,300.00	\$ 87,418.00
2. Employee Benefits	\$ 73,132.00	\$ 1,000.00	\$ 74,132.00	-	-	-	\$ 73,132.00	\$ 1,000.00	\$ 74,132.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	\$ 143.00	-	\$ 143.00	-	-	-	\$ 143.00	-	\$ 143.00
6. Travel	\$ 17,300.00	-	\$ 17,300.00	-	-	-	\$ 17,300.00	-	\$ 17,300.00
7. Occupancy	\$ 47,000.00	-	\$ 47,000.00	-	-	-	\$ 47,000.00	-	\$ 47,000.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	\$ 340.00	-	\$ 340.00	-	-	-	\$ 340.00	-	\$ 340.00
Postage	\$ 300.00	-	\$ 300.00	-	-	-	\$ 300.00	-	\$ 300.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	\$ 3,730.00	-	\$ 3,730.00	-	-	-	\$ 3,730.00	-	\$ 3,730.00
Other Expenses	-	-	-	-	-	-	-	-	-
9. Debtors	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Procurement/Agreements	\$ 80,470.00	\$ 7,350.00	\$ 87,820.00	-	-	-	\$ 80,470.00	\$ 7,350.00	\$ 87,820.00
13. Other (specific goods inventory)	-	-	-	-	-	-	-	-	-
Warehouse Supplies	\$ 16,000.00	-	\$ 16,000.00	-	-	-	\$ 16,000.00	-	\$ 16,000.00
<b>TOTAL</b>	<b>\$ 234,423.00</b>	<b>\$ 12,000.00</b>	<b>\$ 246,423.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 234,423.00</b>	<b>\$ 12,000.00</b>	<b>\$ 246,423.00</b>

Indirect As A Percent of Direct

4.9%

Contractor Initial: *[Signature]*  
 Date: 1/15/19

Exhibit B-4, Amendment #2, Commodity Supplemental Food Program

New Hampshire Department of Health and Human Services

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

Budget Request for: Community Supplemental Foods Program

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Fiscal Program Cost			Contractor Share Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 64,118.00	\$ 3,300.00	\$ 67,418.00				\$ 64,118.00	\$ 3,300.00	\$ 67,418.00
2. Employee Benefits	\$ 73,132.00	\$ 1,000.00	\$ 74,132.00				\$ 73,132.00	\$ 1,000.00	\$ 74,132.00
3. Contingents									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	\$ 185.00		\$ 185.00				\$ 185.00		\$ 185.00
7. Occupancy	\$ 12,300.00		\$ 12,300.00				\$ 12,300.00		\$ 12,300.00
8. Current Expenses	\$ 47,000.00		\$ 47,000.00				\$ 47,000.00		\$ 47,000.00
Telephone	\$ 340.00		\$ 340.00				\$ 340.00		\$ 340.00
Postage	\$ 300.00		\$ 300.00				\$ 300.00		\$ 300.00
Subscriptions									
Audit and Legal									
Insurance	\$ 3,730.00		\$ 3,730.00				\$ 3,730.00		\$ 3,730.00
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontract/Agreements	\$ 80,470.00	\$ 7,330.00	\$ 87,800.00				\$ 80,470.00	\$ 7,330.00	\$ 87,800.00
13. Other (specific items mandatory)									
Warehouse Supplies	\$ 16,000.00		\$ 16,000.00				\$ 16,000.00		\$ 16,000.00
<b>TOTAL</b>	\$ 254,423.00	\$ 12,030.00	\$ 266,453.00				\$ 254,423.00	\$ 12,030.00	\$ 266,453.00
Indirect As A Percent of Direct		4.7%							

Contractor initials *ST*  
Date 11/8/19

Exhibit B-5, Amendment #2, Commodity Supplemental Food Program

New Hampshire Department of Health and Human Services

Oblder/Program Name: Community Action Program Bellows-Fallsmock Counties Inc.

Budget Request for: Commodity Supplemental Foods Program

Budget Period: July 1, 2021 - September 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 18,035.00	\$ 873.00	\$ 18,908.00				\$ 18,035.00	\$ 873.00	\$ 18,908.00
2. Employee Benefits	\$ 9,786.00	\$ 750.00	\$ 10,536.00				\$ 9,786.00	\$ 750.00	\$ 10,536.00
3. Consultants									
4. Equipment:									
Rental									
Repairs and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 50.00		\$ 50.00				\$ 50.00		\$ 50.00
6. Travel	\$ 3,075.00		\$ 3,075.00				\$ 3,075.00		\$ 3,075.00
7. Occupancy	\$ 11,750.00		\$ 11,750.00				\$ 11,750.00		\$ 11,750.00
8. Current Expenses:									
Telephone	\$ 140.00		\$ 140.00				\$ 140.00		\$ 140.00
Postage	\$ 125.00		\$ 125.00				\$ 125.00		\$ 125.00
Subscriptions									
Audit and Legal									
Insurance	\$ 1,440.00		\$ 1,440.00				\$ 1,440.00		\$ 1,440.00
Office Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontract/Agreements	\$ 70,730.00	\$ 1,052.00	\$ 71,782.00				\$ 70,730.00	\$ 1,052.00	\$ 71,782.00
13. Other (specific costs mandatory):									
Warehouse Supplies	\$ 4,000.00		\$ 4,000.00				\$ 4,000.00		\$ 4,000.00
<b>TOTAL</b>	\$ 62,831.00	\$ 2,987.00	\$ 65,818.00				\$ 62,831.00	\$ 2,987.00	\$ 65,818.00

Indirect As A Percent of Direct

4.8%

Contractor Initials *2/8*  
Date *11/18/19*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

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

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

**A. Retention**

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

*[Signature]*  
1/10/19

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

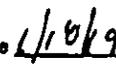
**New Hampshire Department of Health and Human Services**

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**DHHS Information Security Requirements**



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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*dy*

1/18/19

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5B

MAC



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

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

March 8, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003), 2 Industrial Park Drive, Concord, NH 03302, to add Federally-mandated Civil Rights assurance language to the original agreement for the provisions of a Commodity Supplemental Food Program (CSFP) and a Senior Farmers' Market Nutrition Program (SFMNP) statewide, with no change to the price limitation not to exceed \$1,680,610 and no change to the end date of September 30, 2021, effective upon Governor and Executive Council approval. The original agreement was approved by the Governor and Executive Council on June 21, 2017, Item #49. 100% Federal Funds.

Funds to support this request are available in State Fiscal Years 2018 and 2019 and are anticipated to be available in State Fiscal Years 2020, 2021 and 2022 upon the availability and continued appropriation of funds in future operating budgets.

**See Attached Fiscal Details**

**EXPLANATION**

The purpose of this amendment request is to add Federally-mandated Civil Rights assurance language to the original agreement in accordance with a Federal audit conducted on September 28, 2017, with no change to the funding in this agreement.

Services in this agreement include a statewide Commodity Supplemental Foods Program and a statewide Senior Farmers' Market Nutrition Program available to eligible clients. These programs work to improve the health of low-income elderly persons at least sixty (60) years of age by supplementing their diets with nutritious foods year round and fresh fruits and vegetables in the summer.

In accordance with FNS Instruction 113-1 Section X, State Agencies must obtain written assurance from local agencies or other sub-recipients that receive Federal financial assistance for the Commodity Supplemental Foods Program and the Senior Farmer's Market Nutrition Program. The statement of Civil Rights assurance must be incorporated into each State Agency and sub-recipient agency agreements. The statement assures that the entity to receive financial assistance will operate in compliance with all nondiscrimination laws, regulations, instructions, policies and guidelines.

The following performance measures/objectives are used to measure the effectiveness of the agreement:

- The percent of low-income seniors enrolled in CSFP
- The percent of low-income seniors receiving SFMNP during summer distribution months
- The percent of low-income seniors receiving nutrition education material highlighting the health benefits of CSFP and SFMNP foods

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the State Legislature and funds encumbered for the State Fiscal Years 2020-2021 and 2022-2023 biennia.

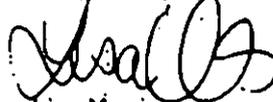
Should the Governor and Executive Council not approve this request, low-income elderly persons may not have access to nutritious foods or fresh fruits and vegetables to supplement their diets because the federally funded program may not be able to continue operations.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture, CFDA# 10.565, FAIN# 184NH814Y8005

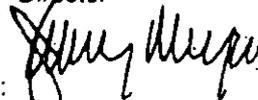
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**NH Department of Health & Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market Nutrition  
Program (RFP-2018-DPHS-12-COMMO-01)**

**FISCAL DETAILS**

**06-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Svc	90006007	\$315,000.00
2018	102-500734	Contracts for Program Svc	90006024	\$8,400.00
2018	520-500361	FMNP Food Costs	90006025	\$77,065.00
			<i>Subtotal</i>	<b>\$316,400.00</b>

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Svc	90006007	\$315,000.00
2019	102-500734	Contracts for Program Svc	90006024	\$8,400.00
2019	520-500361	FMNP Food Costs	90006025	\$77,065.00
			<i>Subtotal</i>	<b>\$400,465.00</b>

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2020	102-500734	Contracts for Program Svc	90006007	\$315,000.00
2020	102-500734	Contracts for Program Svc	90006024	\$8,400.00
2020	520-500361	FMNP Food Costs	90006025	\$77,065.00
			<i>Subtotal</i>	<b>\$400,465.00</b>

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2021	102-500734	Contracts for Program Svc	90006007	\$315,000.00
2021	102-500734	Contracts for Program Svc	90006024	\$8,400.00
2021	520-500361	FMNP Food Costs	90006025	\$77,065.00
			<i>Subtotal</i>	<b>\$400,465.00</b>

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2022	102-500734	Contracts for Program Svc	90006007	\$78,750.00
2022	102-500734	Contracts for Program Svc	90006024	\$7,000.00
2022	520-500361	FMNP Food Costs	90006025	\$77,065.00
			<i>Subtotal</i>	<b>\$162,815.00</b>
			<b>TOTAL:</b>	<b>\$1,680,610.00</b>



**New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

**Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program**

This 1<sup>st</sup> Amendment to the Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program contract (hereinafter referred to as "Amendment #1") dated this 22 day of February, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, Item 49, 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 modify the scope of services.

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. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement
2. Amend Form P-37, Block 1.10 to read: 603-271-9330
3. Amend Exhibit A, Scope of Services, to add Section 6. Compliance, to read:

**6. COMPLIANCE**

- 6.1 The Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- 6.2 By providing this assurance, the Contractor agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

**New Hampshire Department of Health and Human Services**  
**Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program**

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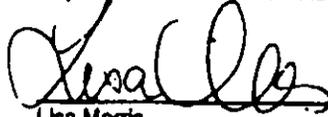
- 6.3 This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program



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.

3/21/18  
Date

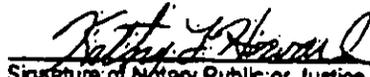
State of New Hampshire  
Department of Health and Human Services  
  
Lisa Morris  
Director

3/13/2018  
Date

Community Action Program  
Belknap-Merrimack Counties, Inc.  
  
Name: Jeanne Agri  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 3/13/2018 before the undersigned officer, personally appeared the person identified directly 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

KATLY L. BOWARD Notary Public, New Hampshire  
My Commission Expires October 16, 2019

Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_

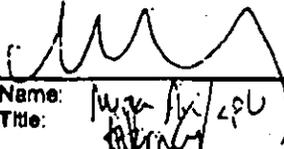


**New Hampshire Department of Health and Human Services  
Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program**

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

**OFFICE OF THE ATTORNEY GENERAL**

Date 4/3/18

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

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: \_\_\_\_\_



Jeffrey A. Meyers  
Comptroller

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-4503  
603-271-4612 1-800-852-3343 Ext. 4612  
Fax: 603-271-4877 TDD Access: 1-800-735-2964



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May 22, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into an agreement with Community Action Program of Belknap and Merrimack Counties, Inc. (Vendor #177203-B003) to provide Commodity Supplemental Food Program and Senior Farmers' Market Nutrition Program services statewide in an amount not to exceed \$1,680,810 effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2021. 100% Federal Funds.

Funds to support this request are anticipated to be available in State Fiscal Year 2018, 2019, 2020, 2021 and 2022 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.

See Attached Fiscal Details

**EXPLANATION**

The purpose of this request is to provide Commodity Supplemental Foods Program and Senior Farmers' Market Nutrition Program services statewide to eligible clients. These programs work to improve the health of low-income elderly persons at least 60 years of age by supplementing their diets with nutritious foods year round and fresh fruits and vegetables in the summer.

The Food and Nutrition Service, an agency of the U.S. Department of Agriculture (USDA) administers the Commodity Supplemental Food Program. The USDA purchases food and makes it available to the State along with funds for administrative costs. The Community Action Program of Belknap and Merrimack Counties will be responsible for doing outreach and identifying potential senior participants, screening for eligibility, managing food inventory and maintaining required paperwork according to USDA requirements. In addition, they will be responsible for ordering, storing and reporting inventory of the USDA Commodity Supplemental Food Program foods. In addition, the Contractor will provide referrals to other welfare, nutrition, and health care programs such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), the Supplemental Nutrition Assistance Program (SNAP), Medicaid, and Medicare.

The Senior Farmers' Market Nutrition Program awards grants to provide low-income seniors with fresh fruits and vegetables purchased from NH farmers. The Community Action Program of

Belknap and Merrimack Counties will use prepackaged bulk fresh fruits and vegetables that are purchased directly from authorized NH farmers and distributed directly to eligible clients. In addition, they will be required to authorize, monitor, and reimburse the NH eligible farmers.

On February 3, 2017 the Department published a Request for Proposals to solicit proposals from qualified applicants. The Request for Proposals was available on the Department's website from February 3, 2017 through March 23, 2017. One (1) proposal was received.

A team of individuals with program specific knowledge reviewed the proposals. The Community Action Program of Belknap and Merrimack Counties was selected. The bid summary is attached.

This contract contains language which allows the Department to extend contracted services for up to four additional years, contingent upon satisfactory performance, continued funding and Governor and Executive Council approval.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

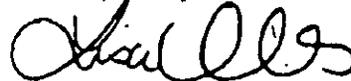
Should the Governor and Executive Council not approve this request, low-income elderly persons may not have access to nutritious foods or fresh fruits and vegetables to supplement their diets.

Area Served: Statewide

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

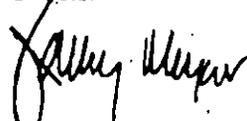
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

## FISCAL DETAILS

05-85-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Svc	90006007	315,000.00
2018	102-500734	Contracts for Program Svc	90006024	1,400.00
2018	520-500381	FMNP Food Costs	90006025	0.00
			Sub total	316,400.00

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Svc	90006007	315,000.00
2019	102-500734	Contracts for Program Svc	90006024	8,400.00
2019	520-500361	FMNP Food Costs	90006025	77,065.00
			Sub total	400,465.00

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2020	102-500734	Contracts for Program Svc	90006007	315,000.00
2020	102-500734	Contracts for Program Svc	90006024	8,400.00
2020	520-500361	FMNP Food Costs	90006025	77,065.00
			Sub total	400,465.00

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2021	102-500734	Contracts for Program Svc	90006007	315,000.00
2021	102-500734	Contracts for Program Svc	90006024	8,400.00
2021	520-500361	FMNP Food Costs	90006025	77,065.00
			Sub total	400,465.00

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2022	102-500734	Contracts for Program Svc	90006007	78,750.00
2022	102-500734	Contracts for Program Svc	90006024	7,000.00
2022	520-500361	FMNP Food Costs	90006025	77,065.00
			Sub total	162,815.00
			<b>TOTAL:</b>	<b>\$1,680,610.00</b>



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Commodity Supplemental Foods Program and  
Senior Farmers Market Nutrition Program

RFP-2018-DPHS-12-COMMO

RFP Name

RFP Number

Bidder Name

1. CAP BM Counties, Inc.

Pass/Fail	Maximum Points	Actual Points
	200	189

Reviewer Names

1. Lise Srois, Administrator II,  
Community & Hlth Serv (TECH)
2. Jessica Webb, Nutrition Consult  
Community & Hlth Serv (TECH)
3. Tara Orchard, Program Specialist IV,  
Community & Hlth Serv (Tech)
4. Regina Flynn, Program planner III,  
Community & Hlth Serv (tech)
5. Laura Raymond, DHHS (Cost)
6. Scot Foster, Hlth Promo Advisor,  
Community & Hlth Serv (Cost)

Subject: Commodity Supplemental Food Program and Senior Farmers Market Nutrition Program (RFP 2018-DPHS-12-COMMO)

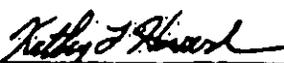
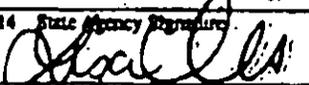
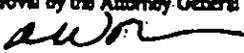
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Bellamy-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive, Concord, NH 03302	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 00-01-00-00010-0000-100-300734 <i>File</i>	1.7 Completion Date September 30, 2021 <del>June 30, 2021</del>	1.8 Price Limitation \$1,680,610
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephonic Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Merrimack On 5/25/2017, 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 KATELYN L. EDWARDS Notary Public, State of New Hampshire My Commission Expires October 14, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
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) (if applicable) By:  On: 6/5/17 Rebecca W. Ross, Sr. Assist. Atty.			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.1.8, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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 for 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 I.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, formulas, 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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.J 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 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.



Exhibit A

Scope of Services

**1. PROVISIONS APPLICABLE TO ALL SERVICES**

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2018-2019 and 2020-2021 biennia.

**2. STATEMENT OF WORK**

- 2.1 The Contractor shall provide overall administration of the programs.
- 2.2 The Contractor shall provide statewide public health nutrition services through the administration of the Commodity Supplemental Food Program (CSFP) and the Senior Farmers' Market Nutrition Program (SFMNP), with a targeted focus on counties with a greater at-risk elderly population, while meeting at least 95% of the assigned caseload.
- 2.3 The Contractor shall determine program eligibility of elderly applicants for the CSFP and SFMNP according to the annual USDA CSFP and SFMNP Income Guidelines, at or below 130% federal poverty level.
- 2.4 The Contractor shall maintain a minimum of three (3) years of participant certification master files at a central location that is accessible for audit and review.
- 2.5 The Contractor shall work with the state agency to produce required program resources to administer the CSFP and SFMNP according to federal regulations, which shall include: participant rights and rules information, training, educational materials, and on-site management evaluations.
- 2.6 The Contractor shall provide culturally and linguistically appropriate services for both the CSFP and SFMNP.



## Exhibit A

- 2.7 The Contractor shall be required to comply with all USDA/FNS regulations, policies and instructions and state policies and procedures for the CSFP and SFMNP. The USDA/FNS regulations for CSFP can be found at <http://www.fns.usda.gov/csfp/regulations>. The SFMNP regulations can be found at <http://www.fns.usda.gov/sites/default/files/wic/SFMNPRegulations>.
- 2.8 The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the federal regulations governing the CSFP and SFMNP that may occur during the period of the contract.
- 2.9 The Contractor shall agree to be monitored by the NH DHHS and/or any USDA/FNS entity, including the Office of Inspector General (OIG) auditors.
- 2.10 The Contractor shall implement procedures in cooperation with the Department to detect and prevent dual participation within the CSFP and SFMNP.
- 2.11 The Contractor shall maintain an adequate accounting and record keeping system to ensure a distinct audit trail which shall include but not limited to:
  - 2.11.1 Accounting ledgers;
  - 2.11.2 Copies of all subcontracts;
  - 2.11.3 Payments;
  - 2.11.4 Participation rates; and
  - 2.11.5 Invoices and correspondence.
- 2.12 The Contractor will provide financial and program data to the Department on a monthly basis, as well as upon request.
- 2.13 The Contractor shall ensure that participation meets but does not exceed the caseload assigned by the Department for CSFP and SFMNP without prior approval.
- 2.14 The Contractor shall perform required yearly CSFP and SFMNP race and ethnicity reporting (FNS-181) to the Department and FNS.
- 2.15 The Contractor shall adhere to USDA Office of Civil Rights policies, including insertion of the non-discrimination statement on all outreach and program materials. For all appropriate Contractor agency staff and volunteers, the Contractor shall ensure that no participant will be subject to discrimination under the program on the grounds of race, color, national origin, age, sex or disability.
- 2.16 The Contractor shall provide participants up-to-date nutritional information and materials regarding the availability of other nutrition, health and social service assistance programs in their service area.
- 2.17 The Contractor shall inform applicants of their rights and responsibilities at the time of certification in the CSFP and SFMNP.
- 2.18 The Contractor shall implement fair hearing procedures for persons who file statements claiming inappropriate adverse action.
- 2.19 The Contractor shall meet the special needs of the homebound elderly by utilizing proxies and volunteers.



## Exhibit A

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- 2.20 The Contractor shall pursue claims against participants or farmers, as necessary or required.
  - 2.21 The Contractor shall coordinate for referrals and enrollment initiatives with other organizations such as the NH Senior Center Network and Faith-based Services Warehouse and Distribution Requirements
  - 2.22 The Contractor shall provide warehouse facilities for receiving, storing, and distribution of USDA commodities for CSFP and fresh fruit and vegetable bundles for SFMNP in compliance with state and federal regulations.
  - 2.23 The Contractor shall ship commodities and fresh fruit and vegetable bundles to the certification/distribution sites based on packing dates, ensuring that the oldest commodities and produce are used first.
  - 2.24 The Contractor shall provide adequate refrigeration for up to five (5) days for fresh bulk produce.
  - 2.25 The Contractor shall order and maintain appropriate levels of inventory, maintain and appropriately safeguard USDA foods in their handling, storage and distribution per 7 CFR 250.14(b).
  - 2.26 The Contractor shall perform required monthly CSFP caseload and commodity inventory reporting (FNS-153) to FNS.

The following shall apply to SFMNP only.

- 2.27 The Contractor shall work with the NH Department of Agriculture to recruit, authorize, and train farmers to provide bulk purchase of authorized produce for the SFMNP.
- 2.28 The Contractor shall coordinate with farmers for the delivery of the bulk purchased bundles of produce to CSFP clinic sites statewide.
- 2.29 The Contractor shall be responsible for the production of the farmer application, agreement, training and supplemental educational materials for senior participants.
- 2.30 The Contractor shall provide annual farmer orientation and training for the SFMNP.
- 2.31 The Contractor shall appoint a coordinator responsible for the overall implementation of SFMNP.

### 3. STAFFING

- 3.1 The Contractor shall maintain a competent and adequate level of staffing to meet the scope of services and assigned caseload. If training is needed, describe what those training needs are, as well as the agency's willingness to ensure that all staff in need of training receives it prior to commencement of service delivery.

### 4. PERFORMANCE MEASURES

- 4.1 Percent of low-income seniors enrolled in CSFP.
- 4.2 Percent of low-income seniors receiving SFMNP during summer distribution months.



**Exhibit A**

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- 4.3 Percent of low-income seniors receiving nutrition education material highlighting the health benefits of CSFP and SFMNP foods.

**5. REPORTING REQUIREMENTS**

- 5.1 The Contractor shall provide an Annual Report no later than September 30 of each contract year for CSFP and SFMNP.



Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.575 US Department of Agriculture, Food and Nutrition Service, Commodity Supplemental Food Program and #10.576, US Department of Agriculture, Food and Nutrition Service, Senior Farmers Market Nutrition 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.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 through B-8.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services. 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.
  - 4.2. The Invoices must:
    - 4.2.1. Clearly identify the amount requested and the services performed during that period.
    - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 4.2.3. Separately identify any work and amount of attributable and performed by an approved contractor, if applicable.
    - 4.2.4. Separately identify any expenses incurred by the Contractor that will be considered Non-Federal Match per the funding grant requirements.
    - 4.2.5. Provide a monthly signed certification that the matching funds, equal to 20% of the contract award amount which may be in cash or in kind, are not derived from federal sources.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

*[Handwritten Signature]*  
*[Handwritten Date: 1/25/17]*

EXHIBIT B-1  
Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Budget Request for Community Supplemental Family Program  
001-00000-0-00000

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Fiscal Year 2017			Fiscal Year 2018			Fiscal Year 2019		
	Actual	Original	Final	Actual	Original	Final	Actual	Original	Final
1. Personnel	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
2. Materials									
3. Travel									
4. Printing									
5. Telephone									
6. Postage									
7. Reproduction									
8. Office Supplies									
9. Contractual Services									
10. Information Systems									
11. Other									
12. Total	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Controller Initials: *[Signature]*  
Date: 3/23/17

**Exhibit B-3  
Budget**

New Hampshire Department of Health and Human Services COMPLETS ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Budget Request for Community Supplemental Funds Program (Fiscal Years 2013-2014)									
Budget Period: July 1, 2013 - June 30, 2014									
Activity	2013 Proposed Level			2014 Proposed Level			2013 Actual Level		
	Amount	FTE	Wages	Amount	FTE	Wages	Amount	FTE	Wages
1. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
2. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
3. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
4. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
5. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
6. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
7. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
8. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
9. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
10. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
11. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
12. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
13. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
14. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
15. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
16. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
17. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
18. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
19. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
20. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
21. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
22. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
23. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
24. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
25. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
26. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
27. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
28. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
29. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
30. Health Services	1,100,000	10	1,100,000	1,100,000	10	1,100,000	1,100,000	10	1,100,000
TOTAL	33,000,000	330	33,000,000	33,000,000	330	33,000,000	33,000,000	330	33,000,000

Compared to: *DC*  
*5/20/13*

Exhibit B-3  
Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Budget Program Name: Community Action Program Sullivan-Stratford Counties Inc.  
Budget Request for: Community Supplemental Family Program  
67-000-0000-01-0000  
Budget Period: July 1, 2013 - June 30, 2014

Line Item	2013 Program Start			2014 Program End			Total		
	Original	Change	Total	Original	Change	Total	Original	Change	Total
1. Personnel	17,111.00	1,287.00	18,398.00	17,111.00	1,287.00	18,398.00	17,111.00	1,287.00	18,398.00
2. Materials	2,111.00	1,287.00	3,398.00	2,111.00	1,287.00	3,398.00	2,111.00	1,287.00	3,398.00
3. Travel	1,287.00		1,287.00	1,287.00		1,287.00	1,287.00		1,287.00
4. Other	1,287.00		1,287.00	1,287.00		1,287.00	1,287.00		1,287.00
5. Total	21,803.00	2,574.00	24,377.00	21,803.00	2,574.00	24,377.00	21,803.00	2,574.00	24,377.00
6. Contingency	4,287.00		4,287.00	4,287.00		4,287.00	4,287.00		4,287.00
7. Other	1,287.00		1,287.00	1,287.00		1,287.00	1,287.00		1,287.00
8. Total	5,574.00		5,574.00	5,574.00		5,574.00	5,574.00		5,574.00
9. Total	27,377.00	2,574.00	30,000.00	27,377.00	2,574.00	30,000.00	27,377.00	2,574.00	30,000.00
10. Total	27,377.00	2,574.00	30,000.00	27,377.00	2,574.00	30,000.00	27,377.00	2,574.00	30,000.00

Checked by: *LR*  
Date: *5/23/13*

Exhibit B-4  
Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

State/Program Name: Community Action Program (Hampstead) Counties Inc.  
Budget Request for Community Supplemental Health Program  
2017-2018, 2019-2020, 2021-2022  
Budget Period: July 1, 2020 - June 30, 2021

Line Item	2020 Supplemental			2021 Supplemental			2022 Supplemental		
	Actual	2020	2021	Actual	2020	2021	Actual	2020	2021
1. Personnel									
2. Fringe Benefits									
3. Travel									
4. Telephone									
5. Postage									
6. Printing									
7. Reproduction									
8. Office Supplies									
9. Contractual Services									
10. Information Systems									
11. Other									
<b>Total</b>									
12. Total	11,000.00		11,000.00	11,000.00		11,000.00	11,000.00		11,000.00
13. Personnel	4,000.00		4,000.00	4,000.00		4,000.00	4,000.00		4,000.00
14. Fringe Benefits	2,000.00		2,000.00	2,000.00		2,000.00	2,000.00		2,000.00
15. Travel	1,000.00		1,000.00	1,000.00		1,000.00	1,000.00		1,000.00
16. Telephone	500.00		500.00	500.00		500.00	500.00		500.00
17. Postage	500.00		500.00	500.00		500.00	500.00		500.00
18. Printing	500.00		500.00	500.00		500.00	500.00		500.00
19. Reproduction	500.00		500.00	500.00		500.00	500.00		500.00
20. Office Supplies	500.00		500.00	500.00		500.00	500.00		500.00
21. Contractual Services	500.00		500.00	500.00		500.00	500.00		500.00
22. Information Systems	500.00		500.00	500.00		500.00	500.00		500.00
23. Other	500.00		500.00	500.00		500.00	500.00		500.00
<b>Total</b>	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00

Approved: *PR*  
Date: 5/20/17

**Exhibit D-8  
Budget**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Budget Request for Community Action Program (CAMP) - Baraboo, Wisconsin Inc.

Budget Request for Community Supplemental Family Program

Budget Period: July 1, 2021 - September 30, 2021

Line Item	2021 Proposed Budget			2020 Actual Budget			2019 Actual Budget		
	Class	Amount	Total	Class	Amount	Total	Class	Amount	Total
1. Personnel	0000	17,000.00	17,000.00						
2. Contractual	0000	1,000.00	1,000.00						
3. Materials	0000	500.00	500.00						
4. Travel	0000	100.00	100.00						
5. Printing	0000	100.00	100.00						
6. Telephone	0000	100.00	100.00						
7. Postage	0000	100.00	100.00						
8. Reproduction	0000	100.00	100.00						
9. Office Supplies	0000	100.00	100.00						
10. Other	0000	100.00	100.00						
11. Total		20,000.00	20,000.00						
12. Total		20,000.00	20,000.00						
13. Total		20,000.00	20,000.00						
14. Total		20,000.00	20,000.00						
15. Total		20,000.00	20,000.00						
16. Total		20,000.00	20,000.00						
17. Total		20,000.00	20,000.00						
18. Total		20,000.00	20,000.00						
19. Total		20,000.00	20,000.00						
20. Total		20,000.00	20,000.00						
21. Total		20,000.00	20,000.00						
22. Total		20,000.00	20,000.00						
23. Total		20,000.00	20,000.00						
24. Total		20,000.00	20,000.00						
25. Total		20,000.00	20,000.00						
26. Total		20,000.00	20,000.00						
27. Total		20,000.00	20,000.00						
28. Total		20,000.00	20,000.00						
29. Total		20,000.00	20,000.00						
30. Total		20,000.00	20,000.00						
31. Total		20,000.00	20,000.00						
32. Total		20,000.00	20,000.00						
33. Total		20,000.00	20,000.00						
34. Total		20,000.00	20,000.00						
35. Total		20,000.00	20,000.00						
36. Total		20,000.00	20,000.00						
37. Total		20,000.00	20,000.00						
38. Total		20,000.00	20,000.00						
39. Total		20,000.00	20,000.00						
40. Total		20,000.00	20,000.00						
41. Total		20,000.00	20,000.00						
42. Total		20,000.00	20,000.00						
43. Total		20,000.00	20,000.00						
44. Total		20,000.00	20,000.00						
45. Total		20,000.00	20,000.00						
46. Total		20,000.00	20,000.00						
47. Total		20,000.00	20,000.00						
48. Total		20,000.00	20,000.00						
49. Total		20,000.00	20,000.00						
50. Total		20,000.00	20,000.00						
51. Total		20,000.00	20,000.00						
52. Total		20,000.00	20,000.00						
53. Total		20,000.00	20,000.00						
54. Total		20,000.00	20,000.00						
55. Total		20,000.00	20,000.00						
56. Total		20,000.00	20,000.00						
57. Total		20,000.00	20,000.00						
58. Total		20,000.00	20,000.00						
59. Total		20,000.00	20,000.00						
60. Total		20,000.00	20,000.00						
61. Total		20,000.00	20,000.00						
62. Total		20,000.00	20,000.00						
63. Total		20,000.00	20,000.00						
64. Total		20,000.00	20,000.00						
65. Total		20,000.00	20,000.00						
66. Total		20,000.00	20,000.00						
67. Total		20,000.00	20,000.00						
68. Total		20,000.00	20,000.00						
69. Total		20,000.00	20,000.00						
70. Total		20,000.00	20,000.00						
71. Total		20,000.00	20,000.00						
72. Total		20,000.00	20,000.00						
73. Total		20,000.00	20,000.00						
74. Total		20,000.00	20,000.00						
75. Total		20,000.00	20,000.00						
76. Total		20,000.00	20,000.00						
77. Total		20,000.00	20,000.00						
78. Total		20,000.00	20,000.00						
79. Total		20,000.00	20,000.00						
80. Total		20,000.00	20,000.00						
81. Total		20,000.00	20,000.00						
82. Total		20,000.00	20,000.00						
83. Total		20,000.00	20,000.00						
84. Total		20,000.00	20,000.00						
85. Total		20,000.00	20,000.00						
86. Total		20,000.00	20,000.00						
87. Total		20,000.00	20,000.00						
88. Total		20,000.00	20,000.00						
89. Total		20,000.00	20,000.00						
90. Total		20,000.00	20,000.00						
91. Total		20,000.00	20,000.00						
92. Total		20,000.00	20,000.00						
93. Total		20,000.00	20,000.00						
94. Total		20,000.00	20,000.00						
95. Total		20,000.00	20,000.00						
96. Total		20,000.00	20,000.00						
97. Total		20,000.00	20,000.00						
98. Total		20,000.00	20,000.00						
99. Total		20,000.00	20,000.00						
100. Total		20,000.00	20,000.00						

*[Handwritten Signature]*

Exhibit D-4  
Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Budget Program Name: Community Action Program (Statewide) - Caritas Inc.  
Budget Request for: State Police Mutual Retiree Program  
SF-990-9-02000  
Budget Period: October 1, 2017 - June 30, 2018

Line Item	Fiscal Year 2017			Fiscal Year 2018			Fiscal Year 2019		
	Amount	Percent	Total	Amount	Percent	Total	Amount	Percent	Total
1. Personnel	1,141,000		1,141,000						
2. Fringe Benefits	228,200		228,200						
3. Travel									
4. Printing									
5. Postage									
6. Telephone									
7. Office Supplies									
8. Reproduction									
9. Contractual Services									
10. Information Technology									
11. Professional Services									
12. Consulting Services									
13. Other Support Services									
14. Other (Specify in Remarks)									
<b>Total</b>	<b>1,369,200</b>		<b>1,369,200</b>						

Date: 5/24/17

**Exhibit G-7  
Budget**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Budget/Program Name: **Community Action Program Delivery-Shortfall Continuity Inc.**

Budget Request for: **State Personnel Mutual Indemnity Program**  
Department of: **State**

Budget Period: **July 1, 2016 - June 30, 2016**

Fund	2016 Proposed Budget			2015 Actual			2014 Actual		
	Amount	Change	%	Amount	Change	%	Amount	Change	%
1. State	1,000,000	0	0%	1,000,000	0	0%	1,000,000	0	0%
2. Local	0	0	0%	0	0	0%	0	0	0%
3. Federal	0	0	0%	0	0	0%	0	0	0%
4. Other	0	0	0%	0	0	0%	0	0	0%
<b>Total</b>	<b>1,000,000</b>	<b>0</b>	<b>0%</b>	<b>1,000,000</b>	<b>0</b>	<b>0%</b>	<b>1,000,000</b>	<b>0</b>	<b>0%</b>

Checked by: *[Signature]*  
Date: **8/20/17**



**Exhibit B-6  
Budget**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**WHDH Program Name: Community Action Program (CAMP) - Merrimack County Inc.**

**Budget Request for: Foster Parents Market Basket Program  
see attached to memo**

**Budget Period: July 1, 2021 - June 30, 2021**

Line Item	YTD Budget 2021			Encumbrance 2021/2022			Funds to be Encumbrated 2022		
	Encumbrance	YTD	Balance	Encumbrance	YTD	Balance	Encumbrance	YTD	Balance
1. Salaries	1,150.00	1,150.00	0.00				1,150.00	1,150.00	0.00
2. Fringe Benefits	172.00	172.00	0.00				172.00	172.00	0.00
3. Contracting									
4. Materials									
5. Travel									
6. Printing									
7. Postage									
8. Telephone									
9. Repairs									
10. Office Supplies									
11. Depreciation									
12. Insurance									
13. Rent									
14. Utilities									
15. Security									
16. Information Technology									
17. Professional Fees									
18. Subcontracting									
19. Other (Specify items separately)									
20. Other (Specify items separately)									
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100. Other (Specify items separately)									
TOTAL	1,322.00	1,322.00	0.00				1,322.00	1,322.00	0.00

Approved: *[Signature]*  
Date: 6/21/21

Exhibit B-19  
Budget

New Hampshire Department of Health and Human Services  
COMPLETES ONE BUDGET PERIOD FOR EACH BUDGET PERIOD

State/Program Name: Community Action Program Bellows Falls/Charlotte Co. Inc.

Budget Request for: Elder Abuse Elder Abuse Program  
001,000,000-01 00000

Budget Period: July 1, 2021 - October 31, 2021

Agency	2021 Proposed Level			2020 Actual			2019 Actual		
	Amount	Percent	Year	Amount	Percent	Year	Amount	Percent	Year
1. Total Available	1,000,000			1,000,000			1,000,000		1,000,000
2. Community Action	1,000,000			1,000,000			1,000,000		1,000,000
3. Community Action									
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99. Community Action									
100. Community Action									
Total Available	1,000,000			1,000,000			1,000,000		1,000,000
Total Available	1,000,000			1,000,000			1,000,000		1,000,000

Contractor Name: *HR*  
Date: *5/21/17*



**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. **Retrospective 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 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:
  - 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.

R-S  
Date 5/20/17

New Hampshire Department of Health and Human Services  
Exhibit C



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

Exhibit C - Special Provisions

Contractor initials

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Date



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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



- 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:** 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 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.

*R-E*

*1/27/14*



**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 effected 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. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**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 of 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 GRANTEE'S 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 5151-5160 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(c) 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 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. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. 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;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. 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);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. 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;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. 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
    - 1.6.2. 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;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
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.

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

5/25/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director



**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

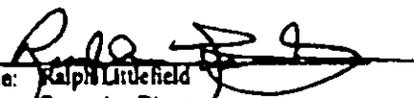
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-4.)
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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

5/25/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

  
5/26/17



**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 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 rules 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 be entered into, it shall not knowingly enter into any lower tier 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 Transactions," 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

New Hampshire Department of Health and Human Services  
Exhibit F



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**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of 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;
  - 11.3. 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 (11)(b) of this certification; and
  - 11.4. 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.
12. 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**

13. 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:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. 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).
14. 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 Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

5/25/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

Contractor Initials RA  
Date 5/25/17



**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. 13278 (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

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

Contractor initials

*RE*

Date

*1/2/13*

New Hampshire Department of Health and Human Services  
Exhibit G



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 Belknap-Merrimack Counties, Inc.

5/25/2017  
Date

  
Name: Ralph Birdfield  
Title: Executive Director

RR

Date 5/25/17



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

5/25/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY 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 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.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 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 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*AS*

*5/25/17*



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- 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, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- 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) Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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

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Exhibit I

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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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.
- e. 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 (f). 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

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Date 5/25/17



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. 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.
- g. 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.
- h. 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 164.528.
- i. 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.
- j. 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.
- k. 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.
- l. 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

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Contractor Initials

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Exhibit I

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 Paragraph 10 of the standard terms and conditions (P-37) 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

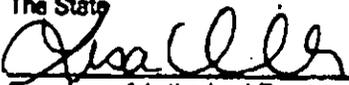
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security 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.

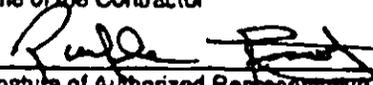


Exhibit I

- 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) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

The State  
  
 Signature of Authorized Representative  
LISA MORRIS  
 Name of Authorized Representative  
DIRECTOR, DPHS  
 Title of Authorized Representative  
5/31/17  
 Date

Community Action Program  
 Belknap-Merrimack Counties, Inc.  
 Name of the Contractor  
  
 Signature of Authorized Representative  
Ralph Littlefield  
 Name of Authorized Representative  
Executive Director  
 Title of Authorized Representative  
5/25/2017  
 Date

LR  
Date 5/25/17



**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 Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward 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:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. 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 Subaward 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 Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

5/25/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director



**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: 07-399-7504
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 revenues 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, subgrants, 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 8104 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: _____

*RJR*  
*5/25/12*