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

Lori A. Shibinette  
Commissioner

Patricia M. Tilley  
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

November 4, 2022

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 existing contracts with the Contractors listed below to continue to provide nutrition services through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and the Breastfeeding Peer Counseling Program to low income women, preschool age children, and infants, by increasing the total price limitation by \$442,326 from \$17,765,882 to \$18,208,208 with no change to the contract completion dates of June 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program of Belknap and Merrimack Counties, Inc.	177203-B003	\$4,706,912	\$110,456	\$4,817,368	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27 A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G A5: 06/16/21 (Item #33)
Greater Seacoast Community Health	154703-B001	\$2,954,534	\$77,703	\$3,032,237	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3:06/05/19 (Item #27) A4:07/10/20 Governor Approved 08/05/20 G&C Info Item G A5: 06/16/21 (Item #33)
Southern New Hampshire Services, Inc.	177198-B006	\$8,116,552	\$202,796	\$8,319,348	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:04/17/19 (Item#23) A3:07/10/20 Governor Approved 08/05/20, G&C Info Item G A4: 06/16/21 (Item #33)
Southwestern Community Services, Inc.	177511-R001	\$1,987,884	\$51,371	\$2,039,255	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27 A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G A5: 06/16/21 (Item #33)
	<b>Totals</b>	<b>\$17,765,882</b>	<b>\$442,326</b>	<b>\$18,208,208</b>	

Funds are available in the following accounts for State Fiscal Year 2023, 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 for the Contractors listed above to purchase new computer hardware and software to support the WIC eligibility system and daily operations of the WIC local agency clinics, and to increase recruitment and retention of WIC nutrition and breastfeeding staff. The Contractors will continue providing supplemental nutritious foods and public health nutrition services and breastfeeding education to financially eligible pregnant women, postpartum women, infants and preschool children up to five (5) years of age, statewide.

The WIC program is cost effective and improves the health outcomes of pregnant women, new mothers and children. Families redeem WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in the WIC program are linked to healthier pregnancies, fewer low-birth-weight newborns, improved immunization rates, and more regular sources of medical care. Federal regulations require that the WIC program be provided statewide.

Approximately 17,000 unique individuals will be served through June 30, 2023.

These community action program and health center Contractors serve as WIC vendors and conduct program eligibility, screening, enrollment, education, counseling, and issuance of food benefits. The Contractors ensure participants receive benefits to purchase items tailored to their specific nutritional needs. All program procedures and policies are supported through federal regulations 7 CFR 246 and State policy.

The Department will continue monitoring contracted services on a quarterly basis to ensure:

- Increase in the percentage of prenatal clients enrolled in the WIC Program by the third (3rd) month of pregnancy.
- Increase in the percent of children (3) and four (4) years of age who continue enrollment in WIC until their fifth (5th) birthday.
- Increase in the percentage of infants' breastfed to six (6) months of age.
- Increase in the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Increase in the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants per month.

Source of Federal Funds: CFDA #10.557, FAIN 224NH743W5003, and FAIN 224NH703W1003.

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner

**Women, Infant & Children Nutrition Program (WIC) and  
Breastfeeding Peer Counseling Services (BFPC)  
RFP-2018-DPHS-11-SPECI-01-A04  
Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$691,533	\$0	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$45,968	\$0	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$685,233	\$0	\$685,233

2022	074-500589	Grants for Pub Asst & Rel	90006041	\$52,773	\$0	\$52,773
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$36,730	\$0	\$36,730
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$685,233	\$99,437	\$784,670
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$52,773	\$0	\$52,773
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$36,730	\$11,019	\$47,749
			<i>Subtotals</i>	\$4,690,912	\$110,456	\$4,801,368

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			<i>Subtotals</i>	\$16,000	\$0	\$16,000
			<b>Totals</b>	<b>\$4,706,912</b>	<b>\$110,456</b>	<b>\$4,817,368</b>

**Greater Seacoast Community Health - Vendor Code: 154703-B001**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086

2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$437,270	\$0	\$437,270
2021	102-500734	Contracts for Program Services	90006022	\$27,925	\$0	\$27,925
2021	102-500734	Contracts for Program Services	90006022	\$31,179	\$0	\$31,179
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$428,770	\$0	\$428,770
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$32,679	\$0	\$32,679
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$23,545	\$0	\$23,545
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$428,770	\$70,639	\$499,409
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$32,679	\$0	\$32,679
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$23,545	\$7,064	\$30,609
			<i>Subtotals</i>	\$2,944,834	\$77,703	\$3,022,537

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			<i>Subtotals</i>	\$9,700	\$0	\$9,700
			<b>Totals</b>	<b>\$2,954,534</b>	<b>\$77,703</b>	<b>\$3,032,237</b>

Southern New Hampshire Services - Vendor Code: 177198-B006

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
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2018	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643
2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,199,962	\$0	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$66,793	\$0	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$1,182,462	\$0	\$1,182,462
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$97,789	\$0	\$97,789
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$58,929	\$0	\$58,929
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$1,182,462	\$185,117	\$1,367,579
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$97,789	\$0	\$97,789
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$58,929	\$17,679	\$76,608
			<i>Subtotals</i>	<i>\$8,086,152</i>	<i>\$202,796</i>	<i>\$8,288,948</i>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<i>Subtotals</i>	\$30,400	\$0	\$30,400
			<b>Totals</b>	<b>\$8,116,552</b>	<b>\$202,796</b>	<b>\$8,319,348</b>

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Services	90006051	\$5,523	\$0	\$5,523
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	\$31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$287,425	\$0	\$287,425

2021	102-500734	Contracts for Program Services	90006022	\$18,856	\$0	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$28,466	\$0	\$28,466
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$280,775	\$0	\$280,775
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$24,866	\$0	\$24,866
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$15,338	\$0	\$15,338
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$280,775	\$46,770	\$327,545
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$27,366	\$0	\$27,366
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$15,338	\$4,601	\$19,939
			<i>Subtotals</i>	\$1,958,905	\$51,371	\$2,010,276

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals</i>	\$6,978	\$0	\$6,978

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals</i>	\$22,000	\$0	\$22,000
			<b>Totals</b>	\$1,987,884	\$51,371	\$2,039,255

			<b>GRAND TOTALS</b>	\$17,765,882	\$442,326	\$18,208,208
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #6**

This Amendment to the WIC and Breastfeeding Peer Counseling Services 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 #45), as amended on June 6, 2018 (Item #14), as amended on April 17, 2019 (Item #23), as amended on June 5, 2019 (Item #27); as amended and approved by the Governor on July 10, 2020 and presented to the Governor and Council on August 5, 2020 (Informational Item #G), and as most recently amended on June 16, 2021 (Item #33), 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 General Provisions, Section 3, 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 increase the price limitation 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 1.8, Price Limitation, to read:  
\$4,817,368
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director
3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-8 Amendment #6, SFY 2023 BFPC Services.
4. Modify Exhibit B-7, Budget – Amendment #5, SFY 2023 WIC Services, by replacing it in its entirety with Exhibit B-7 Amendment #6, SFY 2023 WIC Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-8, Budget – Amendment #5, SFY 2023 BFPC Services, by replacing it in its entirety with Exhibit B-8 Amendment #6, SFY 2023 BFPC Services, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and 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

11/7/2022

Date

DocuSigned by:

Patricia M. Tilley

Name: Patricia M. Tilley

Title: Director

Community Action Program Belknap-Merrimack Counties,  
Inc.

11/4/2022

Date

DocuSigned by:

Jeanne Agri

Name: Jeanne Agri

Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

11/7/2022

Date

DocuSigned by:  
*Robyn Guarino*  
Name: Robyn Guarino  
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-7 Amendment #6**

**BUDGET FORM**

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

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

**Budget Request for:** WIC Program RFP-2018-DPHS-11-SPECI-02-A06  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost?
1. Total Salary/Wages	\$ 459,960.00		\$ 459,960.00	10% Deminimus
2. Employee Benefits	\$ 112,364.00		\$ 112,364.00	
3. Consultants	\$ 4,000.00		\$ 4,000.00	
4. Equipment:	\$		\$	
Rental	\$		\$	
Repair and Maintenance	\$ 1,000.00		\$ 1,000.00	
Purchase/Depreciation	\$ 25,000.00		\$ 25,000.00	Excluded for indirect calculation
5. Supplies:	\$		\$	
Educational	\$ 2,500.00		\$ 2,500.00	
Lab	\$ 4,250.00		\$ 4,250.00	Excluded for indirect calculation
Pharmacy	\$		\$	
Medical	\$ 2,000.00		\$ 2,000.00	
Office	\$ 2,500.00		\$ 2,500.00	
6. Travel	\$ 29,500.00		\$ 29,500.00	
7. Occupancy	\$ 94,500.00		\$ 94,500.00	\$40,000 excluded for indirect
8. Current Expenses	\$		\$	
Telephone	\$ 13,500.00		\$ 13,500.00	
Postage	\$ 7,250.00		\$ 7,250.00	
Subscriptions	\$		\$	
Audit and Legal	\$ 3,300.00		\$ 3,300.00	
Insurance	\$ 8,200.00		\$ 8,200.00	
Board Expenses	\$		\$	
9. Software	\$ 1,000.00		\$ 1,000.00	
10. Marketing/Communications	\$ 500.00		\$ 500.00	
11. Staff Education and Training	\$ 2,500.00		\$ 2,500.00	
12. Subcontracts/Agreements	\$		\$	
13. Other (specific details mandatory):	\$		\$	
Agency Computer Fees	\$ 1,900.00		\$ 1,900.00	
NWA Conference support	\$ 2,000.00		\$ 2,000.00	
Teletask	\$ 3,500.00		\$ 3,500.00	Excluded for indirect calculation
10% De-minimus In-Direct Cost Rate		\$ 56,219.00	\$ 56,219.00	
	\$ 781,224.00	\$ 56,219.00	\$ 837,443.00	

Indirect As A Percent of Direct

7.94%

Calculation for De-minimus Rate

\$ 708,474.00 \$ 70,847 \$ 784670

DS  
JA

Contractor Initials

**Exhibit B-8 Amendment #6**

**BUDGET FORM**

New Hampshire Department of Health and Human Services

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

Budget Request for: Breastfeeding Peer Counselor Program RFP-2018-DPHS-11-SPECI-02-A06  
(Name of RFP)

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

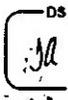
Line Item	Direct Incremental	Indirect (Fixed)	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 31,350.00	\$ -	\$ 31,350.00	
2. Employee Benefits	\$ 4,081.00	\$ -	\$ 4,081.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
.. Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	
7. Occupancy	\$ 1,350.00	\$ -	\$ 1,350.00	Excluded for in-direct calculation
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 4,350.00	\$ -	\$ 4,350.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 300.00	\$ -	\$ 300.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
10% De-minimus Indirect Cost Rate	\$ -	\$ 4,218.00	\$ 4,218.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	\$ <b>43,531.00</b>	\$ <b>4,218.00</b>	\$ <b>47,749.00</b>	

Indirect As A Percent of Direct

10.00%

Calculation for De-minimus Rate

\$ 42,181.00 \$ 4,218 \$ 47,749.00

Contractor Initials 

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, 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: 0005774597



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



**COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.**  
EMPOWERING COMMUNITIES SINCE 1965



## 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 13, 2022, at which a quorum of the Directors were present and voting.

**VOTED:** That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operating Officer/Deputy Director, Jill Lesmerises, 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. This authority remains **valid for thirty (30) days** from the date of this Certificate of Authority. 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.

Dated: 11/04/2022

Signature of Elected Officer

Name: Dennis Martino

Title: President, Board of Directors

Rev. 1/13/2022  
kh:COA 2022 - dennis martino



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2022

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Andrea Nicklin <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> manch.certs@crossagency.com																					
<b>INSURED</b> Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016  Concord NH 03302	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Selective Insurance Co. of SC</td> <td style="text-align: center;">19259</td> </tr> <tr> <td>INSURER B:</td> <td>Granite State Health Care and Human Services Self-</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Federal Ins Co</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Selective Insurance Co. of SC	19259	INSURER B:	Granite State Health Care and Human Services Self-		INSURER C:	Federal Ins Co	20281	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 All lines w/D&O      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S2509940	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			S2509940	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2509940	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	HCHS20220000547 (3a.) NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2022	04/01/2023	Limit 1,000,000 Deductible 5,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire; Department of Health & Human Services 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**The Vision of**  
**Community Action Program Belknap-Merrimack Counties Inc.**

An agency that creates opportunities for all people to thrive, a partner in building strong, resilient communities, to ensure a more equitable society.

**The Mission of**  
**Community Action Program Belknap-Merrimack Counties, Inc.**

To assist in reducing poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to reach economic stability.

**The Values of**  
**Community Action Program Belknap-Merrimack Counties, Inc.**

We believe all people should be treated with dignity and respect and recognize that structural race, gender, and other inequities remain barriers that must be addressed.

We believe that our communities have the capacity and moral obligation to ensure that no one is forced to endure the hardships of poverty.

We believe that everyone can reach their fullest potential with hope, adequate resources, and opportunities, and we are committed to achieving that vision.

We pledge ourselves to create an environment that pursues innovation and excellence through multi-sector partnership and collaboration.

*Equity · Respect · Commitment · Excellence · Hope  
Community · Caring · Innovation · Opportunity*

**The Promise of Community Action**

Community Action changes people's lives, embodies the spirit of hope, improves communities and makes America a better place to live.  
We care about the entire community, and we are dedicated to helping people help themselves and each other.



*Financial Statements*

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

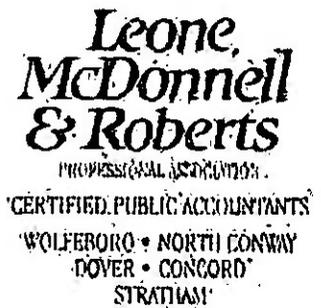
**FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021  
AND  
INDEPENDENT AUDITORS' REPORT AND  
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

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

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying consolidated financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the consolidated statements of financial position as of February 28, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

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. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Community Action Program of Belknap-Merrimack Counties, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Program of Belknap-Merrimack Counties, Inc.'s ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Program of Belknap-Merrimack Counties, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations 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 consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated 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 September 8, 2022, on our consideration of Community Action Program of 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 solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s 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 of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts  
Professional Association*

Concord, New Hampshire  
September 8, 2022

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****1. CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 28, 2022 AND 2021**

	<u>ASSETS</u>	
	<u>2022</u>	<u>2021</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 1,384,485	\$ 899,786
Accounts receivable	5,244,621	3,762,809
Inventory	271,926	55,895
Prepaid expenses	33,928	73,709
Investments	138,793	127,896
Total current assets	<u>7,073,753</u>	<u>4,920,175</u>
<b>PROPERTY</b>		
Land, buildings and improvements	7,368,799	7,148,516
Equipment, furniture and vehicles	6,335,485	6,117,020
Construction in process	41,401	18,126
Total property	<u>13,745,685</u>	<u>13,281,662</u>
Less accumulated depreciation	<u>7,528,363</u>	<u>7,639,290</u>
Property, net	<u>6,217,322</u>	<u>5,642,372</u>
<b>OTHER ASSETS</b>		
Cash escrow and reserve funds	89,468	65,437
Tenant security deposits	9,120	6,881
Due from related party	65,488	-
Total other assets	<u>164,076</u>	<u>72,318</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 13,455,151</u></b>	<b><u>\$ 10,634,865</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 314,265	\$ 213,444
Line of credit	154,350	1,380,028
Accounts payable	3,635,655	1,525,832
Accrued expenses	1,086,207	788,951
Refundable advances	1,537,802	1,038,941
Total current liabilities	<u>6,728,279</u>	<u>3,945,196</u>
<b>LONG TERM LIABILITIES</b>		
Paycheck Protection Program loan	280,439	1,935,300
Notes payable, less current portion shown above	620,050	939,897
Tenant security deposits	9,120	6,881
Total liabilities	<u>7,637,888</u>	<u>6,827,074</u>
<b>NET ASSETS</b>		
Without donor restrictions	5,179,734	2,758,959
With donor restrictions	637,529	1,048,832
Total net assets	<u>5,817,263</u>	<u>3,807,791</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 13,455,151</u></b>	<b><u>\$ 10,634,865</u></b>

See Notes to Consolidated Financial Statements.

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2022**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 36,482,087	\$ -	\$ 36,482,087
Rental income	135,298	-	135,298
Other funds	2,526,432	2,650,984	5,177,416
Paycheck Protection Program loan forgiveness	1,615,427	-	1,615,427
In-kind	592,136	-	592,136
United Way	2,123	-	2,123
Interest income	74	-	74
Realized gain on sale of equipment	7,200	-	7,200
Total revenues and other support	41,360,777	2,650,984	44,011,761
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>3,062,287</u>	<u>(3,062,287)</u>	<u>-</u>
Total	<u>44,423,064</u>	<u>(411,303)</u>	<u>44,011,761</u>
<b>EXPENSES</b>			
Program	40,084,851	-	40,084,851
Management	1,917,438	-	1,917,438
Total expenses	<u>42,002,289</u>	<u>-</u>	<u>42,002,289</u>
<b>CHANGE IN NET ASSETS</b>	2,420,775	(411,303)	2,009,472
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>2,758,959</u>	<u>1,048,832</u>	<u>3,807,791</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 5,179,734</u>	<u>\$ 637,529</u>	<u>\$ 5,817,263</u>

See Notes to Consolidated Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2021**

	<u>Without Donor Restrictions</u>	<u>With Donor, Restrictions</u>	<u>Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 20,625,325	\$ -	\$ 20,625,325
Rental income	123,657	-	123,657
Other funds	2,375,403	3,733,525	6,108,928
In-kind	490,035	-	490,035
United Way	5,297	-	5,297
Interest income	383	-	383
Realized gain on sale of equipment	3,500	-	3,500
Total revenues and other support	<u>23,623,600</u>	<u>3,733,525</u>	<u>27,357,125</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>			
Total	<u>(3,047,507)</u>	<u>(3,047,507)</u>	<u>-</u>
Total	<u>26,671,107</u>	<u>686,018</u>	<u>27,357,125</u>
<b>EXPENSES</b>			
Program	26,194,346	-	26,194,346
Management	1,274,501	-	1,274,501
Total expenses	<u>27,468,847</u>	<u>-</u>	<u>27,468,847</u>
<b>CHANGE IN NET ASSETS BEFORE GAIN ON INVESTMENT IN LIMITED PARTNERSHIP</b>	<u>(797,740)</u>	<u>686,018</u>	<u>(111,722)</u>
<b>GAIN ON INVESTMENT IN LIMITED PARTNERSHIP</b>	<u>64,397</u>	<u>-</u>	<u>64,397</u>
<b>CHANGE IN NET ASSETS</b>	<u>(733,343)</u>	<u>686,018</u>	<u>(47,325)</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>2,992,894</u>	<u>362,814</u>	<u>3,355,708</u>
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP</b>	<u>499,408</u>	<u>-</u>	<u>499,408</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 2,758,959</u>	<u>\$ 1,048,832</u>	<u>\$ 3,807,791</u>

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 28, 2022

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 7,961,177	\$ 1,180,579	\$ 9,141,756
Payroll taxes and benefits	2,296,690	228,375	2,525,065
Travel	194,343	9,648	203,991
Occupancy	1,267,982	114,418	1,382,400
Program services	25,639,659	-	25,639,659
Other costs:			
Accounting fees		74,855	74,855
Legal fees	15,361	152	15,513
Supplies	159,844	44,534	204,378
Postage and shipping	49,860	8,731	58,591
Equipment rental and maintenance	1,141	-	1,141
Printing and publications	28,133	27,696	55,829
Conferences, conventions and meetings	13,964	-	13,964
Interest	29,187	26,841	56,028
Insurance	124,730	43,856	168,586
Membership fees	16,276	-	16,276
Utility and maintenance	88,702	104,142	192,844
Computer services	111,990	-	111,990
Other	926,679	53,611	980,290
Depreciation	566,151	-	566,151
In-kind	592,982	-	592,982
<b>Total functional expenses</b>	<b>\$ 40,084,851</b>	<b>\$ 1,917,438</b>	<b>\$ 42,002,289</b>

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 28, 2021

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,423,286	\$ 587,382	\$ 9,010,668
Payroll taxes and benefits	2,308,290	229,777	2,538,067
Travel	145,104	809	145,913
Occupancy	1,293,121	136,322	1,429,443
Program services	11,796,741	-	11,796,741
Other costs:			
Accounting fees	-	80,013	80,013
Legal fees	19,604	-	19,604
Supplies	165,804	30,710	196,514
Postage and shipping	56,087	8,986	65,073
Equipment rental and maintenance	6,736	-	6,736
Printing and publications	34,562	3,551	38,113
Conferences, conventions and meetings	632	-	632
Interest	39,595	22,938	62,533
Insurance	123,704	27,528	151,232
Membership fees	10,040	7,019	17,059
Utility and maintenance	190,837	62,549	253,386
Computer services	47,178	8,660	55,838
Other	584,982	68,257	653,239
Depreciation	458,009	-	458,009
In-kind	490,034	-	490,034
<b>Total functional expenses</b>	<b>\$ 26,194,346</b>	<b>\$ 1,274,501</b>	<b>\$ 27,468,847</b>

See Notes to Consolidated Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 2,009,472	\$ (47,325)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	566,151	458,009
Paycheck Protection program loan forgiveness	(1,615,427)	-
Interest on deferred financing costs	483	484
Realized gain on sale of equipment	(7,200)	(3,500)
Gain on investment in limited partnership	-	(64,397)
Decrease (increase) in current assets:		
Accounts receivable	(1,481,812)	(1,203,458)
Inventory	(216,031)	(32,979)
Prepaid expenses	39,781	(18,723)
Due from related party	(65,488)	-
Decrease (increase) in current liabilities:		
Accounts payable	2,109,823	356,371
Accrued expenses	297,256	23,890
Refundable advances	500,861	(47,575)
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>2,137,869</u>	<u>(579,203)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from sale of property	7,200	3,500
Additions to property investments	(1,141,101)	(618,410)
	(10,797)	(17,918)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(1,144,698)</u>	<u>(632,828)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net Paycheck Protection loan	(39,434)	1,935,300
Net repayments on line of credit	(225,678)	(169,972)
Repayment of long term debt	(219,309)	(199,152)
<b>NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES</b>	<u>(484,421)</u>	<u>1,566,176</u>
<b>NET INCREASE IN CASH AND RESTRICTED CASH</b>	508,750	354,145
<b>CASH AND RESTRICTED CASH BALANCE, BEGINNING OF YEAR</b>	965,203	549,026
<b>CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIP</b>	-	62,032
<b>CASH AND RESTRICTED CASH BALANCE, END OF YEAR</b>	<u>\$ 1,473,953</u>	<u>\$ 965,203</u>
<b>CASH AND RESTRICTED CASH:</b>		
Cash	\$ 1,384,485	\$ 899,766
Cash escrow and reserve funds	89,468	65,437
	<u>\$ 1,473,953</u>	<u>\$ 965,203</u>

See Notes to Consolidated Financial Statements

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

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	\$ 56,028	\$ 62,533
<b>SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Transfer of assets from newly consolidated LP:		
Accounts receivable	\$ -	\$ 2,496
Prepaid expenses	-	10,827
Property, net	-	980,089
Security deposits	-	8,132
Total transfer of assets from newly consolidated LP	<u>\$ -</u>	<u>\$ 1,001,544</u>
Transfer of liabilities from newly consolidated LP:		
Accounts payable	\$ -	\$ 8,825
Accrued expenses	-	7,062
Security deposits	-	8,132
Note payable	-	336,311
Total transfer of liabilities from newly consolidated LP	<u>\$ -</u>	<u>\$ 360,330</u>
Total transfer of partners' capital from newly consolidated LP		
Partnership capital previously recorded as investment in related parties	\$ -	\$ 499,408
Total transfer of partners' capital from newly consolidated LP	<u>\$ -</u>	<u>\$ 703,246</u>

See Notes to Consolidated Financial Statements

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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

**Nature of Organization**

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

**Principles of Consolidation**

The consolidated financial statements include the accounts of Community Action Program Belknap-Merrimack Counties, Inc., and the following entities as Community Action Program Belknap-Merrimack Counties, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from basic consolidated financial statements.

- Sandy Ledge Limited Partnership
- CAP BMC Development Corporation

**Basis of Accounting**

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

**Basis of Presentation**

The consolidated 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.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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 consolidated statements of activities.

The Organization had net assets with donor restrictions of \$637,529 and \$1,048,832 at February 28, 2022 and 2021, respectively. See Note 14.

**Income Taxes**

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

The Organization files information returns in the United States and the State of New Hampshire. The Organization is subject to examinations by tax authorities for three years.

CAP BMC Development Corporation (the Corporation) is taxed as a "C" Corporation under the Internal Revenue Code. The Corporation accounts for deferred income taxes under the asset and liability method in accordance with Accounting Standards Codification No. 740 (ASC 740), "Accounting for Income Taxes". The objective of this method is to establish deferred tax assets and liabilities for temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities at the enacted tax rate expected to be in effect when such amounts are realized or settled. ASC 740 also requires deferred tax assets and liabilities to be shown separately. There are no deferred tax assets or liabilities. The Corporation has no federal net operating loss carryforwards available at February 28, 2022 and 2021.

Sandy Ledge Limited Partnership is taxed as a partnership. Federal income taxes are not payable, or provided by the partnership. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

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 consolidated financial statements. The Organization has analyzed its tax position taken on its income tax returns for the past three years, and has concluded that no additional provision for income taxes is necessary in the Organization's consolidated financial statements.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

**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 - 10 years

**Use of Estimates**

The preparation of consolidated 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 consolidated 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 consolidated statements 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 consolidated 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 consolidated 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 \$592,136 and \$490,035 in donated facilities, services and supplies for the years ended February 28, 2022 and February 28, 2021, respectively, as follows:

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021.**

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 \$18,731 and \$18,937 for the years ended February 28, 2022 and February 28, 2021, 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 \$573,405 and \$471,098 for the years ended February 28, 2022 and 2021, respectively.

**Advertising**

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2022 and February 28, 2021 totaled \$134,193 and \$14,287, 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.

**Revenue Recognition**

Amounts received from conditional grants and contracts for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

**Program Service Revenue**

Program service revenue is recognized as revenue when the services are performed.

**Rental Revenue**

The Organization derives revenues from the rental of apartment units. Revenues are recognized as income monthly, when rents become due, and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain the lease will be expensed as incurred.

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been presented in the Consolidated 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 28, 2022, and 2021:

	<u>2022</u>	<u>2021</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 1,384,485	\$ 899,766
Accounts receivable	5,244,621	3,762,809
Investments	138,793	127,996
Cash reserves	81,143	62,103
Cash escrow	8,325	3,334
	<u>6,857,367</u>	<u>4,856,008</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	637,529	1,048,832
Reserve funds	81,143	62,103
	<u>718,672</u>	<u>1,110,935</u>
Amounts not available within one year	<u>718,672</u>	<u>1,110,935</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 6,138,695</u>	<u>\$ 3,734,073</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$6,710,000 and \$4,360,000 at February 28, 2022 and 2021, respectively. The Organization has a line of credit with \$445,650 and \$219,972 available to borrow on at February 28, 2022 and 2021, respectively.

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****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 28, 2022 and 2021. 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 \$1,537,802 and \$1,036,941 as of February 28, 2022 and 2021, 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 28, 2022 and 2021 totaled \$186,976 and \$193,103, 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 28, 2022 and 2021, the annual lease expense for the leased facilities was \$544,299 and \$542,317, 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>
2023	\$ 478,248
2024	419,395
2025	245,038
2026	88,762
2027	88,762
Thereafter	<u>688,217</u>
Total	<u>\$ 2,008,422</u>

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

**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 \$660,158 and \$415,580 at February 28, 2022 and 2021, 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 (3.25% and 4.75% at February 28, 2022 and 2021, 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 \$154,350 outstanding at February 28, 2022. There was no balance outstanding at February 28, 2021.

The Organization has 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 (2.41% and 2.62% at February 28, 2022 and 2021, respectively). The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2022. There was a balance of \$380,028 outstanding at February 28, 2021.

**9. CONCENTRATION OF RISK**

For the year ended February 28, 2022, approximately \$13,200,000 (30%), and \$15,300,000 (35%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services and the Department of Treasury. For the year ended February 28, 2021, approximately \$11,400,000 (42%), of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from these departments.

**10. LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
5.50% note payable to a financial institution in monthly installments for principal and interest of \$1,634 through July 2039. The note is secured by property of the Organization;	\$ 218,228	\$ 225,459

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
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.	219,279	375,827
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.	42,958	50,507
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.	116,572	164,553
1.00% Paycheck Protection Program loan payable to a bank in monthly installments for principal and interest of \$7,511 through April 2025. \$1,615,427 of the proceeds received was forgiven during the year ended February 28, 2022. (See Note 11).	280,439	1,935,300
Non-Interest bearing note payable by Sandy Ledge Limited Partnership to New Hampshire Housing, deferred until June 1, 2034 or until the project is sold or refinanced or surplus cash is available. The note is collateralized by a mortgage on real estate.	<u>343,081</u>	<u>343,081</u>
Total long-term debt before unamortized deferred financing cost	1,220,557	3,094,727
Unamortized deferred financing costs	<u>(5,803)</u>	<u>(6,286)</u>
	1,214,754	3,088,441
Less amounts due within one year	<u>314,265</u>	<u>213,444</u>
Long term portion	<u>\$ 900,489</u>	<u>\$ 2,874,997</u>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

The scheduled maturities of long-term debt as of February 28, 2022 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2023	\$ 314,265
2024	236,212
2025	106,239
2026	32,177
2027	18,840
Thereafter	<u>512,824</u>
	<u>\$ 1,220,557</u>

**11. PAYCHECK PROTECTION PROGRAM**

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

On September 14, 2021, the Organization received partial forgiveness in the amount of \$1,615,427. The forgiven proceeds are included in income for the year ended February 28, 2022. The remaining \$312,873 has been converted to a loan, due in 44 monthly payments of principal and interest at a rate of 1%. The loan will mature in April 2025. The outstanding balance on the PPP loan at February 28, 2022 is \$280,439. (See Note 10).

**12. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Land	\$ 279,340	\$ 279,340
Building and improvements	7,089,459	6,867,176
Equipment and vehicles	6,335,485	6,117,020
Construction in process	<u>41,401</u>	<u>18,126</u>
	13,745,685	13,281,662
Less accumulated depreciation	<u>7,528,363</u>	<u>7,639,290</u>
Property and equipment, net	<u>\$ 6,217,322</u>	<u>\$ 5,642,372</u>

Depreciation expense for the years ended February 28, 2022 and 2021, totaled \$566,151 and \$458,009, respectively.

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****13. CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2022.

**14. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of February 28, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	143,437	142,817
Elder Services	68,427	499,201
Mary Gale	25,629	
NH Rotary Food Challenge	5,064	5,058
Summer Feeding	47,540	60,433
Common Pantry		5,512
Caring Fund	8,792	8,791
Agency – FAP	27,307	2,604
Agency Head Start	222,258	224,847
Agency – FP/PN	87,253	87,387
Community Crisis	350	350
Other Programs	809	11,169
	<u>637,529</u>	<u>1,048,832</u>
Total net assets with donor restrictions	\$ 637,529	\$ 1,048,832

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****15. RELATED PARTY TRANSACTIONS**

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
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership	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 amount due from the related parties for operating activities (collectively) at February 28, 2022 and 2021 was \$324,385 and \$181,384, respectively, and is included in accounts receivables. Additionally, during the year ended February 28, 2022, \$65,488 was loaned to a related party and is recorded as an other asset on the consolidated statement of financial position.

**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 \$138,793 and \$126,996 at February 28, 2022 and 2021, 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:

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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

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

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

At February 28, 2022 and 2021, 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>2022</u>	<u>2021</u>
Beginning balance - mutual funds	\$ 126,996	\$ 109,078
Total gains - mutual funds	<u>11,797</u>	<u>17,918</u>
Ending balance - mutual funds	<u>\$ 138,793</u>	<u>\$ 126,996</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 had \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 28, 2021. During the year ended February 28, 2022, the Organization is no longer a partner and a final K-1 was received.

**17. OTHER MATTERS**

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.

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****18. TRANSFER OF PARTNERSHIP INTEREST**

During the year ended February 28, 2021, Community Action Program of Belknap, Merrimack Counties, Inc. acquired a partnership interest in a low-income housing limited partnership, Sandy Ledge Limited Partnership.

The following is a summary of the assets and liabilities of the partnership at the date of acquisition:

Date of Transfer	<u>03/01/2020</u>
Cash	\$ 3,793
Cash reserves	58,239
Accounts receivable	2,496
Prepaid expenses	10,827
Property, net	980,089
Other assets	<u>8,132</u>
Total assets	<u>\$ 1,063,576</u>
Note payable	\$ 336,311
Other liabilities	<u>24,019</u>
Total liabilities	360,330
Partners' capital	<u>703,246</u>
Total liabilities and partners' capital	<u>\$ 1,063,576</u>

**19. 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.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

**20. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the consolidated statement of financial position date, but before the consolidated financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the consolidated statement of financial position date, including the estimates inherent in the process of preparing consolidated financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the consolidated statement of financial position date, but arose after that date. Management has evaluated subsequent events through September 8, 2022, the date the consolidated financial statements were available to be issued.

**SUPPLEMENTAL INFORMATION**  
**(See Independent Auditors' Report)**

**COMMUNITY ACTION PROGRAM BELKNAP - MERIDACK COUNTIES, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED FEBRUARY 28, 2022**

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
<b>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>					
<b>HEAD START CLUSTER</b>					
Head Start	93.600		01CH2052-03-01	4,970,814	
ORSEA - Head Start	93.600		01HET000622	14,666	
AFPA - Head Start	93.600			70,508	
			<b>CLUSTER TOTAL</b>	<b>5,055,977</b>	
Low Income Home Energy Assistance Program	93.506	State of New Hampshire	02-02-02-620010-16870000	2,517,836	
CV-Low Income Home Energy Assistance Program	93.506	State of New Hampshire	02-02-02-620010-24490000	2,923,800	
Low Income Home Energy Assistance Program-WX	93.506	State of New Hampshire	02-02-02-620010-7050000-000687	246,486	
			<b>TOTAL</b>	<b>5,688,226</b>	
Community Services Block Grant	93.580	State of New Hampshire	05-005-045-450010-7148	538,251	
CV-Community Services Block Grant	93.580	State of New Hampshire	05-095-045-450010-7148	30,287	
			<b>TOTAL</b>	<b>568,538</b>	
Social Services Block Grant-Home Delivered & Congregate Meals	93.007	State of New Hampshire	05-05-48-481010-0230	286,050	
Social Services Block Grant-Service Link	93.007	State of New Hampshire	2001HNS06R	6,836	
			<b>TOTAL</b>	<b>292,886</b>	
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	1502WHTANF	807	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	06-95-45-450010-61370000	19,522	
			<b>TOTAL</b>	<b>20,329</b>	
<b>AGING CLUSTER</b>					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	173SNHT386	124,374	
Title III, Part C-Home Delivered Meals-NDCS	93.046	State of New Hampshire		9,018	
Title III, Part C-Home Delivered Meals	93.046	State of New Hampshire	17AAHHT3HD	484,672	
CV>Title III, Part C-Home Delivered Meals	93.046	State of New Hampshire	17AAHHT3HD	16,030	
NSIP	93.053	State of New Hampshire	1098477	170,034	
			<b>CLUSTER TOTAL</b>	<b>813,126</b>	
<b>CHILD CARE AND DEVELOPMENT FUND CLUSTER</b>					
Child Care & Development Block Grant	93.578	State of New Hampshire	NONE PROVIDED	402,542	
Child Care Mandatory & Matching Funds of the CCDF	93.580	State of New Hampshire	NONE PROVIDED	86,644	
			<b>CLUSTER TOTAL</b>	<b>489,186</b>	
<b>MEDICAID CLUSTER</b>					
Medical Assistance Program	93.778	State of New Hampshire	90HWPG0008-01-00	72,318	
Medical Assistance Program - Veterans	93.778	Gateway Community Services		32,433	
			<b>CLUSTER TOTAL</b>	<b>104,751</b>	
Family Planning - Services	93.217	State of New Hampshire	FPHPPAD1806J	56,637	
Maternal, Infant, & Early Childhood Home Visiting Program	93.870	State of New Hampshire	X10MC33586	89,627	
National Family Caregiver Support, Title III, Part E-Service Link	93.002	State of New Hampshire	2001NHDF-C-02	32,045	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	90MPO24102	28,802	
State Health Insurance Assistance Program	93.324	State of New Hampshire	90SAD005-03-00	31,000	
Medicaid Enrollment Assistance Program	93.071	State of New Hampshire	2001HNSH-C0	10,707	
			<b>MHS TOTAL</b>	<b>313,996</b>	
<b>US DEPARTMENT OF AGRICULTURE</b>					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	1815AH702FY1003 & 9003	612,057	
Senior Farmers Market	10.576	State of New Hampshire	1815AH7063Y8300	73,124	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	180,323	
<b>CHILD NUTRITION CLUSTER</b>					
Summer Food Service Program For Children	10.558	State of New Hampshire	NONE PROVIDED	148,178	

See Notes to Schedule of Expenditures of Federal Awards



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

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2022**

**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 28, 2022. 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**

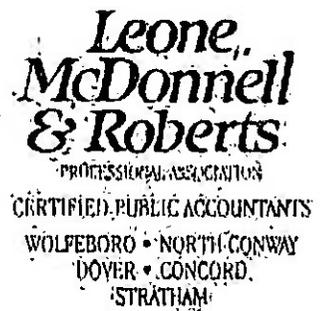
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on 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.



**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 28, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 8, 2022.

***Report on 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) as a basis for designing 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. Given these limitations, during

our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

***Report on Compliance and Other Matters***

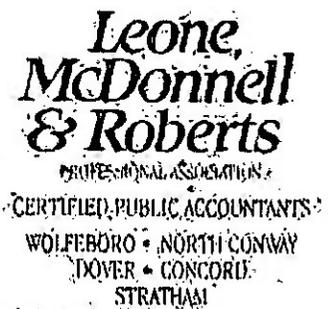
As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statements. 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  
September 8, 2022



**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 Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

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

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

We have audited Community Action Program Belknap-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 Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2022. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

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 28, 2022.

***Basis for Opinion on Each Major Federal Program***

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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Community Action Program Belknap-Merrimack Counties, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the compliance requirements referred to above.

### **Responsibilities of Management for Compliance**

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Community Action Program Belknap-Merrimack Counties, Inc.'s federal programs.

### **Auditors' Responsibilities for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Community Action Program Belknap-Merrimack Counties, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### Report on 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 Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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.

*Leon McDonnell & Roberts  
Professional Association*

Concord, New Hampshire  
September 8, 2022

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

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 28, 2022**

**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. No significant deficiencies relating to the audit of the financial statements are 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*. No material weaknesses are reported.
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, Aging Cluster 93.044, 93.045, and 93.053; U.S. Department of Transportation, Formula Grants for Rural Areas, 20.509;
  - U.S. Department of the Treasury, Emergency Rental Assistance Program, 21.023.
8. The threshold for distinguishing Type A and B programs was \$1,223,554.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

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

None

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED FEBRUARY 28, 2022

MATERIAL WEAKNESS

2021-001

*Condition:* The financial statements presented to the auditor at the beginning of fieldwork included accounts that had not been reconciled accurately or in a timely manner.

*Recommendation:* The auditors recommend that the financial close process includes a review of all significant accounts.

*Current Status:* Accounts have been reconciled accurately and in a timely manner. Not a repeated finding in the current year.



**COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.**  
EMPOWERING COMMUNITIES SINCE 1965



**BOARD OF DIRECTORS**

<p>Dennis T. Martino, <i>President</i> Board member since: 2/24/2005</p> <p>Chris Pyles, <i>Vice President</i> Board member since: 1/14/2021</p> <p>Safiya Wazir, <i>Treasurer</i> Board member since: 11/2/2016</p> <p>A. Bruce Carri, <i>Secretary/Clerk</i> Board member since: 3/12/2020</p> <p>Heather Brown Board member since: 1/15/2009</p>	<p>Ashley Reed HS Policy Council Chairperson Board member since: 5/12/2022</p> <p>Tracy Vergason Board member since: 5/12/2022</p> <p>Sara A. Lewko Board member since: 2/21/2001</p> <p>David Siff, Esq. Board member since: 10/2/2013</p> <p>David Croft Board member since: 5/13/2021</p>
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Current fiscal year (3/1/22 – 2/28/23) board meetings – 3/10/22, 5/12/22, 9/8/22, 11/10/22, 1/12/23

## *Jeanne Agri*

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### PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

### WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH

*Executive Director*

2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH

*Education and Nutrition Operations Director*

2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

*Director of Child Development Programs*

2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research - based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities , and transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customer expectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

*Quality Assurance Director/Co-Director for Child Development Programs* 1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

*Area Manager/Education Manager* 1997-1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

*Child Care Center Director/Site Manager* 1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

**New Hampshire Technical College, Nashua, NH**

*Instructor* 1995-1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

**EDUCATION**

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

Master's in Business Administration

June 2017

**Notre Dame College, Manchester, NH**

Bachelors of Arts in Elementary Education

1981

**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

# Jill Lesmerises

## Profile

Experienced and self-motivated Accounting Professional bringing forth over 30 years of valuable progressive non-profit experience. Looking for an opportunity to use my non-profit experience to help guide an organization. Areas of experience range from cash management, bank reconciliations, accounts receivable, fixed assets, accounts payable, payroll, audit preparation, budget preparation, monitoring subrecipients, 403B pension compliance and audit preparation, employee benefits, and system implementations.

## Employment Experience

10/21 – Present

### Chief Fiscal Officer, Community Action Program Belknap-Merrimack Counties, Inc.

CAPBM is a not-for-profit with 25 million in revenue with 11 legal entities. The Agency has over 300 employees and holds 8 million in assets.

Oversee the daily activities of 6 fiscal staff, conduct budget meetings, prepare work papers for annual audit for agency and 10 housing projects, manage the daily cash flow of the agency and 10 housing projects, prepare paperwork for monitorings conducted by various funding sources, and review accounts payable input, journal entries, accounts receivable input, and monthly billings.

10/17 – 12/21

### Senior Accountant, Southern New Hampshire Services, Inc.

Southern New Hampshire Services is a not-for-profit with 49 million in revenue with 30 legal entities. The Agency has over 400 employees and holds 84 million in assets.

Conduct monthly budget meetings, bill funding sources monthly, prepare work papers for annual audit, monitor subrecipients, prepare paperwork for monitoring conducted by various funding sources, review accounts payable input and manage daily workflow, provide backup for accounts payable and fuel assistance payable positions, prepare surveys for various governmental agencies, prepare ACA forms, prepare paperwork for 403B annual audit and file

5500, member and secretary of the 403B Committee, instrumental in getting PaperSave up and running within the Fiscal Department, prepare work papers for 26 housing programs

11/02 – 10/17

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

At the time of my employment, Community Action Program Belknap-Merrimack Counties was a not-for-profit with 20 million in revenue. The Agency had over 479 employees and held over 7 million in assets.

Reconciled 36 bank accounts, billed funding sources monthly, prepared work papers for annual audit, prepared paperwork for monitoring by various funding sources, prepared and entered journal entries, reconciled general ledger accounts, reviewed daily accounts payable input, entered cash receipts in A/R system, provided backup for both payroll and accounts payable/receivable positions, managed daily workflow, and trained new accounting staff members

1/00 – 9/02

**Account Supervisor (for 2 Companies), Whole Life, Inc.**

Whole Life, Inc. is a not-for-profit with 6 million in revenue. The Agency had over 140 employees and held over 4 million in assets.

Prepared monthly and quarterly reports, yearly budgets, monthly invoices, work papers, and cost reports, prepared and entered journal entries, reconciled general ledger accounts, and billed Medicaid

9/98 – 1/00

**Account Receivable Clerk (for 4 Companies), CSN Financial, Inc.**

Coded cash receipts, prepared monthly invoices, and prepared accounts receivable and revenue work papers

5/93 – 9/98

**Assistant Controller, Biosystems, Inc.**

Collected past due accounts receivable both foreign and domestic, provided switchboard relief, handled petty cash funds, audited salesmen expenses, cut accounts payable checks, prepared journal entries, performed payroll functions

3/88 – 5/93

**Business Officer, The Caring Community of Connecticut, Inc.**

The Caring Community of Connecticut is a not-for-profit with 18 million in revenue.

Answered phones, filed correspondence, handled petty cash funds, typed correspondence, coded cash receipts and disbursements, reconciled bank accounts, screened job applicants, prepared work papers, and participated in administrator on-call program

**Educational Background**

1996-2000

**Bachelor Degree in Accounting, Eastern Connecticut State University**  
Graduated cum laude

1992-1996

**Associate Degree in Accounting, Three Rivers Community Technical College**  
Named to Dean's list, graduated with high honors

1981-1985

**Merrimack Valley High School**  
Member of National Honor Society, named to Honor Roll for 3 years

**Volunteer Work**

1/17 – Present

Director on The Loudon Communications Council  
Council is responsible for the distribution of a monthly newspaper to the residents of Loudon and to maintain the Town of Loudon NH website. Also served as Treasurer of the Council for 2 years.

## Jean C. Zanni

### Professional Experience:

**Community Action Program**  
**Belknap-Merrimack Counties, Inc.**  
**WIC and CSFP Programs**  
WIC/CSFP Program Manager

Concord, NH  
February- Present 2021

- Provide direct management of the day-to-day operations of the Women, Infants and Children Program and the Commodity Supplemental Food Program.
- Responsible for the development, planning and quality assurance of program services; priorities and activities.
- Provide positive leadership to the staff in the implementation and oversight of program services in accordance with State, Federal and Agency requirements.
- Oversee nutrition education, breastfeeding promotion and outreach components of the programs.
- Responsible for providing nutrition education services to participants of the program at clinic sites throughout Belknap, Merrimack, Grafton and Coos Counties.
- Work independently with minimal supervision.

**Community Action Program**  
**Belknap-Merrimack Counties, Inc.**  
**WIC and CSFP Programs**  
Nutritionist

Concord, NH  
Dec 2011-February 2021

- Provided nutrition education services to pregnant, breastfeeding and postpartum women, infants and children up to age 5 throughout Belknap, Merrimack, Grafton and Coos Counties.
- Performed quarterly chart reviews and monthly topic audits in a specific area of the participant's chart.

**Community Action Program**  
**Belknap-Merrimack Counties, Inc.**  
**WIC and CSFP Programs**  
Per Diem Nutritionist

Concord, NH  
June 2011-Dec 2011

- Provided nutrition education services to pregnant, breastfeeding and postpartum women infants and children up to age 5 throughout Belknap, Merrimack and Grafton Counties.

**Community Action Program**  
**Belknap-Merrimack Counties, Inc.**  
**WIC and CSFP Programs**  
WIC Program Manager

Concord, NH  
April 2003-February 2011

- Provided direct management of the day-to-day operations of the Women, Infants and Children Program.
- Responsible for the development, planning and quality assurance of program services, priorities and activities.
- Provided positive leadership to the staff in the implementation and oversight of program services in accordance with State, Federal and Agency requirements.
- Oversaw nutrition education, breastfeeding promotion and outreach components of the program.
- Responsible for providing nutrition education services to participants of the program at clinic sites throughout Belknap, Merrimack and Southern Grafton Counties.
- Worked independently with minimal supervision.

**Community Action Program**  
**Belknap-Merrimack Counties, Inc.**  
**WIC and CSFP Programs**  
Breastfeeding Peer Counselor Coordinator

Concord, NH  
October 1999-2003

- Oversaw the development and implementation of the Breastfeeding Peer Counselor Program. Provided supervision, guidance and training to the WIC breastfeeding peer counselors. Maintained internal policies and procedures for the Breastfeeding Peer Counselor Program. Maintained an accurate monthly inventory of breastfeeding equipment and supplies.
- Responsibilities also included those listed below as WIC nutritionist.

**Community Action Program**  
**Belknap-Merrimack Counties, Inc**  
**WIC and CSFP Programs**  
Nutritionist

Concord, NH  
July 1994-October 1999

- Provided nutrition education and assessment to pregnant women, breastfeeding and postpartum women, infants and children up to age 5.
- Contributed articles and assist with the preparation, publication and distribution of the tri-monthly newsletter.
- Developed nutrition education materials to distribute to participants.
- Assisted with the design, implementation and evaluation of the programs' nutrition objectives for state proposals.

**Elliot Hospital**  
Diet Technician

Manchester, NH  
September 1989-April 1995

- Provided food service supervision of the daily meal tray line for food safety standards and accuracy.
- Determined patients' food preferences and provide guidance on appropriate food selections.
- Maintained accurate patient cardex.
- Reviewed patient menus for adequacy and corrected modified menus within therapeutic guidelines.
- Conducted patient meal rounds to assess temperature, patient intake, tolerance and/or feeding issues.

**Education**

Nashua Community College  
Medical Coding Certificate

Nashua, NH  
May 2011

University of New Hampshire  
BS Nutritional Science

Durham, NH

**Certification**

Certified Lactation Counselor

June 2012

References: Furnished upon request



**COMMUNITY ACTION PROGRAM**  
**BELKNAP-MERRIMACK COUNTIES, INC.**  
 EMPOWERING COMMUNITIES SINCE 1965



**WIC and Breastfeeding Peer Counseling Services**  
**RFP-2018-DPHS-11-SPECI-01-A06**  
**July 1, 2022 – June 30, 2023**

**KEY PERSONNEL**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Salary Amount Paid from this Contract</b>
Jeanne Agri	Chief Executive Officer	\$145,916.10	0%	\$0.00
Jill Lesmerises	Chief Fiscal Officer	\$103,000.04	0%	\$0.00
Susan M. Wnuk	Director, Community Health & Nutrition Services	\$71,866.00	59.99%	\$43,112.41
Jean Zanni	WIC/CSFP/BFPC Program Manager	\$53,137.50	100.00%	\$53,137.50

33  
MAC

Lori A. Shibiñette  
Commissioner

Tricia M. Tilley  
Interim Director

JUN02'21 am 10:20 RCVD  
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

May 25, 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 amend existing contracts with the vendors listed below to continue to provide nutrition services through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Breastfeeding Peer Counseling Program to low income women, preschool age children, and infants, by exercising contract renewal options, by increasing the total price limitation by \$5,842,279 from \$11,923,603 to \$17,765,882 and extending the completion dates from June 30, 2021 to June 30, 2023, effective upon Governor and Council approval. 100% Federal funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program of Belknap and Merrimack Counties, Inc.	177203-B003	\$3,157,440	\$1,549,472	\$4,706,912	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27) A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G
Greater Seacoast Community Health	154703-B001	\$1,984,546	\$969,988	\$2,954,534	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3:06/05/19 (Item #27) A4:07/10/20 Governor Approved 08/05/20 G&C Info Item G
Southern New Hampshire Services, Inc.	177198-B006	\$5,438,192	\$2,678,360	\$8,116,552	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:06/05/19 (Item #27) A3:07/10/20 Governor Approved 08/05/20, G&C Info Item G
Southwestern Community Services, Inc.	177511-R001	\$1,343,425	\$644,459	\$1,987,884	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27) A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G
<b>Totals:</b>		<b>\$11,923,603</b>	<b>\$5,842,279</b>	<b>\$17,765,882</b>	

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

Funds are anticipated to be available in State Fiscal Years 2022 and 2023, 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 providing supplemental nutritious foods and public health nutrition services and breastfeeding education to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program is cost effective and improves the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in the WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates, and more regular sources of medical care. Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants per month.

Approximately 21,551 unique individuals will be served annually through June 30, 2023.

Community action programs and health centers serve as WIC vendors and conduct program eligibility, screening, enrollment, education, counseling and issuance of food benefits. These community-based WIC vendors ensure that participants receive benefits to purchase items tailored to their specific nutritional needs. All program procedures and policies are supported through federal regulations 7 CFR 246 and state policy.

The Department will continue monitoring contract services by reviewing the following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase in the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase in the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase in the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase in the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase in the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants per month.

As referenced in Exhibit C-1, Revisions to Standard Contract Provisions, Paragraph 3 of the original contracts, the parties have the option to extend the agreements 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 the remaining two (2) of the two (2) years available.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Should the Governor and Executive Council not authorize this request, New Hampshire's most vulnerable low income pregnant women and preschool aged children will not have access to healthy foods and nutrition education for improved growth and development.

Area served: Statewide

Source of Funds: CFDA #10.557 FAIN #214NH703W1003

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

Respectfully submitted,

DocuSigned by:

Ann H. N. Landry

24B8B37ED8EB488  
For

Lori A. Shibinette  
Commissioner

**Women, Infant & Children Nutrition Program (WIC) and  
Breastfeeding Peer Counseling Services (BFPC)  
RFP-2018-DPHS-11-SPECI-01-A04  
Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003  
05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$691,533	\$0	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$45,968	\$0	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
2022	074-500589	Grants for Pub Asst & Rel	90006003		\$685,233	

2022	074-500589	Grants for Pub Asst & Rel	90006041		\$52,773	
2022	074-500589	Grants for Pub Asst & Rel	90006022		\$36,730	
2023	074-500589	Grants for Pub Asst & Rel	90006003		\$685,233	
2023	074-500589	Grants for Pub Asst & Rel	90006041		\$52,773	
2023	074-500589	Grants for Pub Asst & Rel	90006022		\$36,730	
			<i>Subtotals:</i>	\$3,141,440	\$1,549,472	\$4,690,912

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			<i>Subtotals:</i>	\$16,000	\$0	\$16,000
			<i>Totals:</i>	\$3,157,440	\$1,549,472	\$4,706,912

**Greater Seacoast Community Health - Vendor Code: 154703-B001**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086

2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$437,270	\$0	\$437,270
2021	102-500734	Contracts for Program Services	90006022	\$27,925	\$0	\$27,925
2021	102-500734	Contracts for Program Services	90006022	\$31,179	\$0	\$27,925
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$428,770	\$428,770
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$32,679	\$32,679
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$23,545	\$23,545
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$428,770	\$428,770
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$32,679	\$32,679
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$23,545	\$23,545
			<i>Subtotals:</i>	\$1,974,846	\$969,988	\$2,944,834

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			<i>Subtotals:</i>	\$9,700	\$0	\$9,700
			<b>Totals:</b>	\$1,984,546	\$969,988	\$2,954,534

**Southern New Hampshire Services - Vendor Code: 177198-B006**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
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2018	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,191
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643
2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,199,962	\$0	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$66,793	\$0	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$1,182,462	\$1,182,462
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$97,789	\$97,789
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$58,929	\$58,929
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$1,182,462	\$1,182,462
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$97,789	\$97,789
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$58,929	\$58,929
			Subtotals:	\$5,407,792	\$2,678,360	\$8,086,152

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<i>Subtotals:</i>	<i>\$30,400</i>	<i>\$0</i>	<i>\$30,400</i>
			<i>Totals:</i>	<i>\$5,438,192</i>	<i>\$2,678,360</i>	<i>\$8,116,552</i>

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	- Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Services	90006051	\$5,523	\$0	\$5,523
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	\$31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$287,425	\$0	\$287,425

2021	102-500734	Contracts for Program Services	90006022	\$18,856	\$0	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$28,466	\$0	\$28,466
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$280,775	\$280,775
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$24,866	\$27,366
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$15,338	\$15,338
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$280,775	\$280,775
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$27,366	\$27,366
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$15,338	\$15,338
			<i>Subtotals:</i>	\$1,314,447	\$644,459	\$1,958,906

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals:</i>	\$6,978	\$0	\$6,978

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals:</i>	\$22,000	\$0	\$22,000
			<b>Totals:</b>	\$1,343,425	\$644,459	\$1,987,884

			<b>GRAND TOTALS:</b>	\$11,923,603	\$5,842,279	\$17,765,882
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #5**

This Amendment to the WIC and Breastfeeding Peer Counseling Services 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 #45), as amended on June 6, 2018 (item #14); April 17, 2019 (item #23); June 5, 2019 (item #27), and as approved by the Governor on July 10, 2020, as presented to the informational item on August 5, 2020 (item #G) 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 General Provisions, Section 3, 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 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:  
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$4,706,912.
3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.16 to read:  
2.2.16 The Contractor shall conduct annual civil rights, customer service and conflict resolution training for all staff and maintain attendance records in accordance with federal regulations.
4. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.19 to read:  
2.2.19 The Contractor shall ensure all staff participate in annual training provided by the NH Tobacco Prevention and Cessation Program. WIC CPAs document participant tobacco use, educate on quitline services and refer those willing to try to quit at all certification visits.
5. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.26 to read:  
2.2.26 The Contractor shall ensure local agency shall take reasonable steps to provide meaningful access to WIC recipient programs and activities for all persons with limited English proficiency. Local agencies shall use qualified, competent language resources, such as but not limited to interpretation services and American Sign Language.
6. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.27 to read:  
2.2.27 The Contractor shall include language on their WIC webpage that provides sufficient notice and how to request free language assistance services for individuals with LEP such as free auxiliary aids and services and other reasonable modifications for individuals with disabilities.

7. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, by adding Paragraph 2.2.28 to read:  
2.2.28 The Contractor shall offer a respect and civility in the workplace training for all staff during each contract period.
8. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Workplan Schedule to delete and replace in its entirety with the following:

**Table 1**

<b>WORKPLAN</b>	<b>DUE DATE</b>
SFY 2022 Workplan	July 30, 2021
SFY 2022 Mid-Year Report	January 30, 2022
SFY 2022 End of Year Report	June 30, 2022
SFY 2023 Workplan	July 30, 2022
SFY 2023 Mid-year Report	January 30, 2023
SFY 2023 End of Year Report	June 30, 2023

9. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-8 Budget – Amendment #5, SFY 2023 BFPC Services.
10. Add Exhibit B-5 Amendment #5, SFY 2022 WIC Services Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-6 Amendment #5, SFY 2022 BFPC Services Budget, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-7 Amendment #5, SFY 2023 WIC Services Budget, which is attached hereto and incorporated by reference herein.
13. Add Exhibit B-8 Amendment #5, SFY 2023 BFPC Services Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #5 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

5/19/2021

Date

DocuSigned by:

Patricia M. Tilley

Name: Patricia M. Tilley

Title: Interim Director

Community Action Program Belknap-Merrimack  
Counties, Inc.

5/14/2021

Date

DocuSigned by:

Jeanne Agri

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

5/25/2021  
Date

DocuSigned by:  
  
DSCA9202E32CAAE  
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 B-5 Amendment #5**

**BUDGET FORM**

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

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

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 405,500.00	\$ 29,810.00	\$ 435,310.00	
2. Employee Benefits	\$ 98,750.00	\$ 7,101.00	\$ 105,851.00	
3. Consultants	\$ 4,000.00	\$ -	\$ 4,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,000.00	\$ -	\$ 1,000.00	
Purchase/Depreciation	\$ 1,200.00	\$ -	\$ 1,200.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 2,500.00	\$ -	\$ 2,500.00	
Lab	\$ 4,250.00	\$ -	\$ 4,250.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,000.00	\$ -	\$ 2,000.00	
Office	\$ 2,500.00	\$ 3,300.00	\$ 5,800.00	
6. Travel	\$ 29,500.00	\$ -	\$ 29,500.00	
7. Occupancy	\$ 94,500.00	\$ 3,250.00	\$ 97,750.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 13,500.00	\$ 250.00	\$ 13,750.00	
Postage	\$ 7,250.00	\$ 1,320.00	\$ 8,570.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 3,300.00	\$ 875.00	\$ 4,175.00	
Insurance	\$ 8,200.00	\$ 2,300.00	\$ 10,500.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Agency Computer Fees	\$ 1,900.00	\$ 450.00	\$ 2,350.00	
NWA Conference support	\$ 2,000.00	\$ -	\$ 2,000.00	
Teletask	\$ 3,500.00	\$ -	\$ 3,500.00	
<b>TOTAL</b>	<b>\$ 689,350.00</b>	<b>\$ 48,656.00</b>	<b>\$ 738,006.00</b>	

Indirect As A Percent of Direct

7.1%

Contractor Initials

JA

**Exhibit B-6 Amendment #5**

**BUDGET FORM**

New Hampshire Department of Health and Human Services

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

Budget Request for: Breastfeeding Peer Counselor Program  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 26,050.00	\$ -	\$ 26,050.00	
2. Employee Benefits	\$ 3,205.00	\$ -	\$ 3,205.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 2,500.00	\$ -	\$ 2,500.00	
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,500.00	\$ -	\$ 3,500.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 375.00	\$ -	\$ 375.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 36,730.00</b>	<b>\$ -</b>	<b>\$ 36,730.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials 

**Exhibit B-7 Amendment #5**

**BUDGET FORM**

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

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

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 405,500.00	\$ 29,810.00	\$ 435,310.00	
2. Employee Benefits	\$ 98,750.00	\$ 7,101.00	\$ 105,851.00	
3. Consultants	\$ 4,000.00	\$ -	\$ 4,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,000.00	\$ -	\$ 1,000.00	
Purchase/Depreciation	\$ 1,200.00	\$ -	\$ 1,200.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 2,500.00	\$ -	\$ 2,500.00	
Lab	\$ 4,250.00	\$ -	\$ 4,250.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,000.00	\$ -	\$ 2,000.00	
Office	\$ 2,500.00	\$ 3,300.00	\$ 5,800.00	
6. Travel	\$ 29,500.00	\$ -	\$ 29,500.00	
7. Occupancy	\$ 94,500.00	\$ 3,250.00	\$ 97,750.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 13,500.00	\$ 250.00	\$ 13,750.00	
Postage	\$ 7,250.00	\$ 1,320.00	\$ 8,570.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 3,300.00	\$ 875.00	\$ 4,175.00	
Insurance	\$ 8,200.00	\$ 2,300.00	\$ 10,500.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Agency Computer Fees	\$ 1,900.00	\$ 450.00	\$ 2,350.00	
NWA Conference support	\$ 2,000.00	\$ -	\$ 2,000.00	
Teletask	\$ 3,500.00	\$ -	\$ 3,500.00	
<b>TOTAL</b>	<b>\$ 689,350.00</b>	<b>\$ 48,656.00</b>	<b>\$ 738,006.00</b>	

Indirect As A Percent of Direct

7.1%

Contractor Initials JA

**Exhibit B-8 Amendment #5**

**BUDGET FORM**

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

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

**Budget Request for:** Breastfeeding Peer Counselor Program  
(Name of RFP)

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

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 26,050.00	\$ -	\$ 26,050.00	
2. Employee Benefits	\$ 3,205.00	\$ -	\$ 3,205.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 2,500.00	\$ -	\$ 2,500.00	
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 3,500.00	\$ -	\$ 3,500.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 375.00	\$ -	\$ 375.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 36,730.00</b>	<b>\$ -</b>	<b>\$ 36,730.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials JA

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

Lori A. Sibillette  
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

July 13, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services to amend existing contracts with the vendors listed below for the Women, Infants and Children (WIC) Special Supplemental Nutrition Program and Breastfeeding Peer Counseling Program services to low-income women and children, by increasing the total price limitation by \$68,950 from \$11,854,653 to \$11,923,603 with no change to the contract completion dates of June 30, 2021, effective July 1, 2020, or upon Governor approval, whichever is later. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap-Merrimack Counties, Inc.	177203-B003	Concord, NH	\$3,141,902	\$15,538	\$3,157,440	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/05/19 (Item #27)
Greater Seacoast Community Health	154703-B001	Somersworth, NH	\$1,971,666	\$12,880	\$1,984,546	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/05/19 (Item #27)
Southern New Hampshire Services, Inc.	177198-B006	Manchester, NH	\$5,412,828	\$25,364	\$5,438,192	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 06/05/19 (Item #27)

Southwestern Community Services, Inc.	177511- R001	Keene, NH	\$1,328,257	\$15,168	\$1,343,425	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/06/19 (Item #27)
<b>Totals:</b>			<b>\$11,854,653</b>	<b>\$68,860</b>	<b>\$11,923,603</b>	

Funds are available in State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation, if needed and justified.

See attached fiscal details.

**EXPLANATION**

The purpose of these amendments is to increase funding to support supplemental nutritious foods, public health nutrition, and breastfeeding services to pregnant women, postpartum women, infants, and preschool children up to five (5) years of age statewide who are at or below 185% Federal Poverty Level. The support would continue during the COVID-19 pandemic and thereafter as nutrition service operations change in the Women, Infants, and Children clinics.

The Women, Infants and Children program is effective in improving the health outcomes of pregnant women, new mothers, and children. Families redeem their Women, Infants and Children benefits through the purchase of healthy foods at local authorized retailers. Women, infants, and children who participate in the program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates, and a more regular source of medical care. The program is cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Services are provided to an estimated 15,108 participants each month. It is anticipated that the Women, Infants and Children program will serve a greater number of families during State Fiscal Year 2021 due to the changes in the economy as a result of the COVID-19 pandemic.

Additional funding for each of the local agencies' Women, Infant and Children programs is for the purchase or procurement of new technology, new computer equipment, and additional office supplies to support the implementation of innovative telehealth practices which are necessary to serve the agencies' assigned caseload and to continue the procedures established during the COVID-19 pandemic.

The Department will monitor contracted services quarterly using the following performance measures:

- Increase in the percentage of prenatal clients enrolled in the Women, Infants and Children program by the third (3<sup>rd</sup>) month of pregnancy.
- Increase in the percentage (%) of children three (3) and four (4) years of age who continue enrollment in the Women, Infants and Children program until their fifth (5<sup>th</sup>) birthday.
- Increase in the percentage of infants who are breastfed to six (6) months of age.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

- Increase in the number of Women, Infants and Children program clinics that utilize innovative strategies to increase access to Women, Infants and Children program services, retention of participants and improve client satisfaction.
- Increase in the percentage of the caseload served (currently 15,108 participants in New Hampshire) to ninety-five to one-hundred-five percent (95-105%) of the assigned caseload.
- Increase in the access to women, infants, and children as a result of federal waivers approved during the COVID-19 pandemic.

Area served: Statewide

Sources of Funds: CFDA #10.557, FAIN 184NH703W1003; CFDA #10.578, FAINs 174NH781W5413 and 204NH703W1003; and CFDA #10.557, FAIN 194NH743W5003.

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

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner

**Women, Infant & Children (WIC) and Breastfeeding Peer Counseling Services  
RFP-2018-DPHS-11-SPECI-01-A04  
Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003  
05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$685,233	\$6,300	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$36,730	\$9,238	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
			<i>Subtotals:</i>	\$3,125,902	\$15,538	\$3,141,440

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			Subtotals:	\$16,000	\$0	\$16,000
			Totals:	\$3,141,902	\$15,538	3,157,440

Greater Seacoast Community Health - Vendor Code: 154703-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$428,770	\$8,500	\$437,270

2021	102-500734	Contracts for Program Services	90006022	\$23,545	\$4,380	\$27,925
2021	102-500734	Contracts for Program Services	90006041	\$31,179	\$0	\$31,179
			<i>Subtotals:</i>	\$1,961,966	\$12,880	\$1,974,846

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			<i>Subtotals:</i>	\$9,700	\$0	\$9,700
			<b>Totals:</b>	<b>\$1,971,666</b>	<b>\$12,880</b>	<b>\$1,984,546</b>

Southern New Hampshire Services - Vendor Code: 177198-B006

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,191
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643

2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$17,500	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$58,929	\$7,864	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
			<i>Subtotals:</i>	<b>\$5,382,428</b>	<b>\$25,364</b>	<b>\$5,407,792</b>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<i>Subtotals:</i>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>
			<b>Totals:</b>	<b>\$5,412,828</b>	<b>\$25,364</b>	<b>\$5,438,192</b>

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
<del>2018</del>	<del>102-500734</del>	<del>Contracts for Program Services</del>	<del>90006051</del>	<del>\$5,523</del>	<del>\$0</del>	<del>\$5,523</del>
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046

2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$280,775	\$6,650	\$287,425
2021	102-500734	Contracts for Program Services	90006022	\$15,338	\$3,518	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$23,466	\$5,000	\$28,466
			<i>Subtotals:</i>	\$1,299,279	\$15,168	\$1,314,447

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals:</i>	\$6,978	\$0	\$6,978

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals:</i>	<del>\$22,000</del>	<del>\$0</del>	<del>\$22,000</del>
			<b>Totals:</b>	\$1,328,257	\$15,168	\$1,343,425

			<b>GRAND TOTALS:</b>	\$11,854,653	\$68,950	\$11,923,603
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**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC and Breastfeeding Peer Counseling Services Contract**

This 4<sup>th</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #4") 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 Industrial Park Drive, PO Box 1016 Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (item #45), as amended on June 6, 2018 (item #14); April 17, 2019 (item #23); and June 5, 2019 (item #27), 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, 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 and increase the price limitation 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 1.8, Price Limitation, to read:  
\$3,157,440.
2. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.26, to read:  
2.2.26. The Contractor shall implement and provide ongoing WIC Program remote services.
3. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.27, to read:  
2.2.27. The Contractor shall purchase or procure computer equipment and supplies to implement WIC Program remote services, which includes:
  - 2.2.27.1. Computer laptops and/or tablets that:
    - 2.2.27.1.1 Meet the specifications of the New Hampshire WIC Management Information System and enhancements for Electronic Benefit Transfer;
    - 2.2.27.1.2. Wholly support Windows 10 and accompanying security updates; and
    - 2.2.27.1.3. Are operational no later than September 30, 2020;
  - 2.2.27.2. An SMS/texting notification system; and
  - 2.2.27.3. Mailing supplies.
4. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.28, to read:  
2.2.28. The Contractor shall enhance its Breastfeeding Peer Counselor Program community outreach and promotion services, in accordance with the USDA Loving Support Model and federal allowable costs, by providing services that include, but are not limited to:
  - 2.2.28.1. In-office breastfeeding education and support.

**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



- 2.2.28.2. Telephone support.
- 2.2.28.3. In-hospital support.
- 2.2.28.4. On-going training for peer counselors.
- 5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:
  - 1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants and Children; In providing services pursuant to Exhibit A, Scope of Services. The Contractor agrees to provide the services in Exhibit A, Scope of Services and Exhibit A-1, Scope of Services, in compliance with funding requirements.
- 6. Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:
  - 2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Scope of Services.
- 7. Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  - 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-4 Budget – Amendment #4, SFY 2021 BFPC Services.
- 8. Modify Exhibit B-2 Amendment #3, SFY 2021 WIC Services Budget, by replacing in its entirety with Exhibit B-2 Budget – Amendment #4, SFY 2021 WIC Services, which is attached hereto and incorporated by reference herein.
- 9. Modify Exhibit B-4 Amendment #3, SFY 2021 BFPC Services Budget, by replacing in its entirety with Exhibit B-4 Budget – Amendment #4, SFY 2021 BFPC Services, which is attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



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 issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, July 1, 2021, whichever is later.

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

Handwritten signature of Lisa Morris in cursive script.

6/23/2020

Date

Name: Lisa Morris  
Title: Director

Community Action Program Belknap-Merrimack  
Counties, Inc.

Handwritten signature of Jeanne Agri in cursive script.

6/23/2020

Date

Name: Jeanne Agri  
Title: Executive Director

**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



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

OFFICE OF THE ATTORNEY GENERAL

06/26/20  
Date

Catherine Pinos  
Name:  
Title: 06/26/20

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04.

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

**Exhibit B-2 Budget – Amendment #4  
SFY 2021 WIC Services**

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

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

Budget Request for: WIC Program - Women, Infants and Children  
RFP-2018-DPHS-11-SPEC1

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

Line Item	Direct		Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
	Incremental				
1. Total Salary/Wages	\$ 404,825.00	\$ 29,750.00	\$	\$ 434,575.00	
2. Employee Benefits	\$ 95,871.00	\$ 5,884.00	\$	\$ 101,755.00	
3. Consultants	\$ 4,950.00		\$	\$ 4,950.00	
4. Equipment:		\$ 250.00	\$	\$ 250.00	
Rental	\$ 150.00		\$	\$ 150.00	
Repair and Maintenance	\$ 400.00		\$	\$ 400.00	
Purchase/Depreciation	\$ 3,950.00		\$	\$ 3,950.00	
5. Supplies:		\$ 3,300.00	\$	\$ 3,300.00	
Educational	\$ 9,000.00		\$	\$ 9,000.00	
Lab	\$ 2,500.00		\$	\$ 2,500.00	
Pharmacy			\$	\$	
Medical	\$ 2,500.00		\$	\$ 2,500.00	
Office	\$ 2,600.00		\$	\$ 2,600.00	
6. Travel	\$ 30,000.00		\$	\$ 30,000.00	
7. Occupancy	\$ 92,500.00	\$ 3,250.00	\$	\$ 95,750.00	
8. Current Expenses			\$	\$	
Telephone	\$ 17,300.00	\$ 650.00	\$	\$ 17,950.00	
Postage	\$ 6,650.00	\$ 1,600.00	\$	\$ 8,250.00	
Subscriptions	\$ 150.00		\$	\$ 150.00	
Audit and Legal	\$ 3,300.00	\$ 875.00	\$	\$ 4,175.00	
Insurance	\$ 8,200.00	\$ 2,150.00	\$	\$ 10,350.00	
Board Expenses	\$ 1.00		\$	\$ 1.00	
9. Software	\$ 150.00		\$	\$ 150.00	
10. Marketing/Communications	\$ 1,000.00	\$ 450.00	\$	\$ 1,450.00	
11. Staff Education and Training	\$ 2,500.00		\$	\$ 2,500.00	
12. Subcontracts/Agreements	\$ 150.00		\$	\$ 150.00	
13. Other (specific details mandatory):	\$ 2,000.00		\$	\$ 2,000.00	
Special Project NWA	\$ 2,000.00		\$	\$ 2,000.00	
<b>TOTAL</b>	<b>\$ 692,847.00</b>	<b>\$ 48,159.00</b>	<b>\$</b>	<b>\$ 740,806.00</b>	

Indirect As A Percent of Direct

**Exhibit B-4 Budget - Amendment #4  
SFY 2021 BFPC Services**

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

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

Budget Request for: Breastfeeding Peer Counseling Program  
RFP-2018-DPHS-11-SPEC1

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 26,230.00	\$ -	\$ 26,230.00	
2. Employee Benefits	\$ 2,600.00	\$ -	\$ 2,600.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 3,500.00	\$ -	\$ 3,500.00	
7. Occupancy	\$ 1,200.00	\$ -	\$ 1,200.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 2,900.00	\$ -	\$ 2,900.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 300.00	\$ -	\$ 300.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Special Projects	\$ 9,238.00	\$ -	\$ 9,238.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 48,868.00</b>	<b>\$ -</b>	<b>\$ 48,868.00</b>	

Indirect As A Percent of Direct

0.0%



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

MAY09'19 AM10:26 DAS

27 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

April 29, 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 exercise a renewal option to existing agreements identified in the table below to continue to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the aggregate price limitations by \$5,831,478 from \$6,023,175 to \$11,854,653, and extending the contract completion dates from June 30, 2019 to June 30, 2021, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget	G&C Approval Date
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,601,430	\$1,540,472	\$3,141,902	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$1,006,678	\$964,988	\$1,971,666	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$2,668,360	\$5,412,828	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14)
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$670,599	\$657,658	\$1,328,257	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
<b>Total:</b>			<b>\$6,023,175</b>	<b>\$5,831,478</b>	<b>\$11,854,653</b>	

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2020 and in State Fiscal Year 2021, with the authority to adjust 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 providing supplemental nutritious foods and public health nutrition and breastfeeding services to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This request, if approved, will exercise two (2) of the four (4) available years of renewal.

The WIC program supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC program through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

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 SFY 2020-2021 and SFY 2022-2023 biennia.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

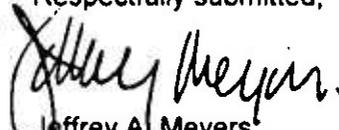
Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives healthy nutrition education that could improve health outcomes, and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			<b>Sub-Total</b>	<b>\$795,465</b>	<b>\$0</b>	<b>\$795,465</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			<b>Sub-Total</b>	<b>\$789,965</b>	<b>\$0</b>	<b>\$789,965</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$47,273	\$47,273

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

			<b>Sub-Total</b>	<b>\$0</b>	<b>\$769,236</b>	<b>\$769,236</b>
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<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2021	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$49,273	\$49,273
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$771,236</b>	<b>\$771,236</b>

**Goodwin Community Health**

**PO 1058084**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$498,164</b>	<b>\$0</b>	<b>\$498,164</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$29,179	\$29,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$481,494</b>	<b>\$481,494</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$31,179	\$31,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$483,494</b>	<b>\$483,494</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$58,929	\$58,929
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,333,180</b>	<b>\$1,333,180</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$60,929	\$60,929
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,335,180</b>	<b>\$1,335,180</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$331,849</b>	<b>\$0</b>	<b>\$331,849</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$23,966	\$23,966
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$320,079</b>	<b>\$320,079</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$23,466	\$23,466
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$319,579</b>	<b>\$319,579</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

		<b>Funding Source</b>	<b>Sub-Total</b>	<b>\$5,956,097</b>	<b>\$5,813,478</b>	<b>\$11,769,575</b>
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**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			<b>Sub-Total</b>	<b>\$16,000</b>	<b>\$0</b>	<b>\$16,000</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	9,700
			<b>Sub-Total</b>	<b>\$9,700</b>	<b>\$0</b>	<b>\$9,700</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			<b>Sub-Total</b>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			<b>Sub-Total</b>	<b>\$6,978</b>	<b>\$0</b>	<b>\$6,978</b>
		<b>Funding Source Total</b>		<b>\$63,078</b>	<b>\$0</b>	<b>\$63,078</b>

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Svc	90003396	\$0	\$18,000	\$18,000
2021	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
			<b>Funding Source Total</b>	<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
			<b>FINAL CONTRACT TOTAL</b>	<b>\$6,023,175</b>	<b>\$5,831,487</b>	<b>\$11,854,653</b>



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC and Breastfeeding Peer Counseling Services**

This 3<sup>rd</sup> amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #3"), dated this 17th day of April, 2019, 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 Industrial Park Drive, PO Box 1016 Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), as amended on June 6, 2018 (Item #14) and on April 17, 2019 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,141,902.
3. Add Exhibit B-1 Amendment #3, SFY 2020 WIC Budget
4. Add Exhibit B-2 Amendment #3, SFY 2021 WIC Budget.
5. Add Exhibit B-3 Amendment #3, SFY 2020 BFPC Budget.
6. Add Exhibit B-4 Amendment #3, SFY 2021 BFPC Budget.



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

4/29/19  
Date

*Lisa Morris*  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

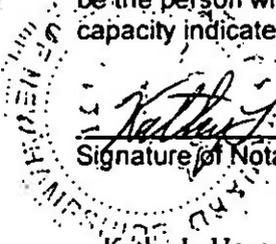
Community Action Program Belknap-Merrimack Counties,  
Inc.

4/17/2019  
Date

*Jeanne Agri*  
Name: Jeanne Agri  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 4/17/2019, 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.



*Kathy L. Howard*  
Signature of Notary Public or Justice of the Peace

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

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



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2019  
Date

*Nancy D. Smith*  
Name: *Nancy D. Smith*  
Title: *Sec. Ass't. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

**EXHIBIT B-1 Amendment #3**  
**SFY 2020 WIC Services Budget**  
**New Hampshire Department of Health and Human Services**

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

Budget Request for: WIC Program - Women, Infants & Children

RFP-2018-OPHS-11-SPEC1

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

Line Item	Total Program Cost		
	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 405,500.00	\$ 29,810.00	\$ 435,310.00
2. Employee Benefits	\$ 98,750.00	\$ 7,101.00	\$ 105,851.00
3. Consultants	\$ 4,500.00		\$ 4,500.00
4. Equipment:			
Rental			
Repair and Maintenance	\$ 1,000.00		\$ 1,000.00
Purchase/Depreciation	\$ 1,200.00		\$ 1,200.00
5. Supplies:			
Educational	\$ 2,500.00		\$ 2,500.00
Lab	\$ 4,250.00		\$ 4,250.00
Pharmacy			
Medical	\$ 2,750.00		\$ 2,750.00
Office	\$ 2,500.00	\$ 3,300.00	\$ 5,800.00
6. Travel	\$ 29,500.00		\$ 29,500.00
7. Occupancy	\$ 94,500.00	\$ 3,250.00	\$ 97,750.00
8. Current Expenses			
Telephone	\$ 13,500.00	\$ 250.00	\$ 13,750.00
Postage	\$ 6,250.00	\$ 1,320.00	\$ 7,570.00
Subscriptions other			
Audit and Legal	\$ 3,300.00	\$ 875.00	\$ 4,175.00
Insurance	\$ 8,200.00	\$ 2,300.00	\$ 10,500.00
Board Expenses other			
9. Software	\$ 1,000.00		\$ 1,000.00
10. Marketing/Communications	\$ 500.00		\$ 500.00
11. Staff Education and Training	\$ 2,500.00		\$ 2,500.00
12. Subcontracts/Agreements			
13. Other (specific details mandatory):			
Agency Computer Fees	\$ 1,650.00	\$ 450.00	\$ 2,100.00
Special Project/Computers purchased with carryforward funds			
<b>TOTAL</b>	<b>\$ 683,850.00</b>	<b>\$ 48,656.00</b>	<b>\$ 732,506.00</b>

Indirect As A Percent of Direct

7.1%

EXHIBIT B-2 Amendment #3  
SFY 2021 WIC Services Budget

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

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

Budget Request for: WIC Program - Women, Infants & Children

RFP-2018-DPHS-11-SPEC1

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

Line Item	Total Program Cost		
	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 405,500.00	\$ 29,810.00	\$ 435,310.00
2. Employee Benefits	\$ 98,750.00	\$ 7,101.00	\$ 105,851.00
3. Consultants	\$ 4,500.00		\$ 4,500.00
4. Equipment:			
Rental			
Repair and Maintenance	\$ 1,000.00		\$ 1,000.00
Purchase/Depreciation	\$ 1,200.00		\$ 1,200.00
5. Supplies:			
Educational	\$ 2,500.00		\$ 2,500.00
Lab	\$ 4,250.00		\$ 4,250.00
Pharmacy			
Medical	\$ 2,750.00		\$ 2,750.00
Office	\$ 2,500.00	\$ 3,300.00	\$ 5,800.00
6. Travel	\$ 29,500.00		\$ 29,500.00
7. Occupancy:	\$ 94,500.00	\$ 3,250.00	\$ 97,750.00
8. Current Expenses			
Telephone	\$ 13,500.00	\$ 250.00	\$ 13,750.00
Postage	\$ 6,250.00	\$ 1,320.00	\$ 7,570.00
Subscriptions			
Audit and Legal	\$ 3,300.00	\$ 875.00	\$ 4,175.00
Insurance	\$ 8,200.00	\$ 2,300.00	\$ 10,500.00
Board Expenses			
9. Software	\$ 1,000.00		\$ 1,000.00
10. Marketing/Communications	\$ 500.00		\$ 500.00
11. Staff Education and Training	\$ 2,500.00		\$ 2,500.00
12. Subcontracts/Agreements			
13. Other (specific details mandatory):			
	\$ 1,650.00	\$ 450.00	\$ 2,100.00
SubTotal			
Special Project: NWA Travel	\$ 2,000.00		\$ 2,000.00
<b>TOTAL</b>	<b>\$ 685,850.00</b>	<b>\$ 48,656.00</b>	<b>\$ 734,506.00</b>

Indirect As A Percent of Direct

7.1%

**EXHIBIT B-3 Amendment #3  
SFY 2020 BFPC Services Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Action Program Berkeley-Hartford Counties Inc.

Budget Request for: Broadbanding Peer Counseling Program  
RF# 2018-0948-11-SPEC

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DADS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Staff Salaries/Wages	14,850.00		14,850.00						
2. Employee Benefits	3,275.00		3,275.00						
3. Contractual									
4. Equipment									
5. Rental									
6. Travel and Transportation									
7. Professional Expenses									
8. Supplies									
9. Educational									
10. Jan									
11. Printing									
12. Interest									
13. Office	800.00		800.00						
14. Travel	1,200.00		1,200.00						
15. Contingency	800.00		800.00						
16. Capital Expenses									
17. Furniture	1,500.00		1,500.00						
18. Utilities									
19. Printing									
20. Office Supplies									
21. Audiotapes									
22. Mail									
23. Maintenance/Repairs									
24. Staff Education and Training	375.00		375.00						
25. Professional Expenses									
26. Other (Specify details mandatory)									
<b>TOTAL</b>	<b>34,735.00</b>		<b>34,735.00</b>						<b>34,735.00</b>

Indirect As A Percent of Direct 0.0%

**EXHIBIT B-4 Amendment #3  
SFY 2021 SFPC Services Budget**

New Hampshire Department of Health and Human Services

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

Budget Request for: Broadening Peer Counseling Program  
WV 2018-0140-11-SFPC

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

Job Step	Total Program Cost			Contract Share Match			Funded by DPHHS Contract Share		
	Direct Incremental	Indirect Funded	Total	Direct Incremental	Indirect Funded	Total	Direct Incremental	Indirect Funded	Total
1. Travel/Out-of-State	2,854.00		2,854.00						
2. Publica Services	3,201.00		3,201.00						
3. Contingency									
4. Supplies									
Food									
Fuel and Maintenance									
Printing/Reproduction									
5. Personnel									
Salaries									
Benefits									
Travel									
Medical									
Other	100.00		100.00						
6. Travel	1,200.00		1,200.00						
7. Contingency	1,600.00		1,600.00						
8. Current Equipment									
Furniture	7,500.00		7,500.00						
Printing									
Supplies									
Fuel and Travel									
Insurance									
Special Expenses									
9. Repairs									
10. Non-Financial Commitments									
11. Staff Education and Training	373.00		373.00						
12. Subcontract/Agreements									
13. Other (specify details in comments)									
TOTAL	14,738.00		14,738.00						14,738.00

Indirect As A Percent of Direct 0.0%



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

23 *man*

**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

March 1, 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 three (3) of the four (4) existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$18,700, from \$6,004,475 to 6,023,175, with no change to the contract completion date of June 30, 2019, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

The original contracts were approved by the Governor & Executive Council on June 21, 2017 (Item #45), and subsequently amended on June 6, 2018 (Item #14).

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,594,330	\$7,100	\$1,601,430
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$999,678	\$7,000	\$1,006,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$0	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$665,999	\$4,600	\$670,599
	<b>Total:</b>		<b>\$6,004,475</b>	<b>\$18,700</b>	<b>\$6,023,175</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

**See Attached Fiscal Details**

### **EXPLANATION**

The purpose of this request is to increase funding for Breastfeeding Peer Counseling Services for State Fiscal Year 2019. These additional funds will allow for increased promotion and support activities for the Breastfeeding Peer Counseling Program.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants and Children supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives and nutrition education that could improve health outcomes and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN #

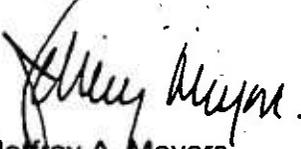
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure  
CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,

Approved by:

  
Jeffrey A. Meyers  
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			<b>Sub-Total</b>	<b>\$795,465</b>	<b>\$0</b>	<b>\$795,465</b>

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$7,100	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			<b>Sub-Total</b>	<b>\$782,865</b>	<b>\$7,100</b>	<b>\$789,965</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program & Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$7,000	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,000</b>	<b>\$498,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$4,600	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$327,249</b>	<b>\$4,600</b>	<b>\$331,849</b>
			<b>Funding Source Total</b>	<b>\$5,937,397</b>	<b>\$18,700</b>	<b>\$5,956,097</b>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH; BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			<b>Sub-Total</b>	<b>\$16,000</b>	<b>\$0</b>	<b>\$16,000</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	9,700
			<b>Sub-Total</b>	<b>\$9,700</b>	<b>\$0</b>	<b>\$9,700</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			<b>Sub-Total</b>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			<b>Sub-Total</b>	<b>\$6,978</b>	<b>\$0</b>	<b>\$6,978</b>
		<b>Funding Source Total</b>		<b>\$63,078</b>	<b>\$0</b>	<b>\$63,078</b>

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$6,004,475</b>	<b>\$18,700</b>	<b>\$6,023,175</b>



New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2<sup>nd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 19th day of February, 2019, 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 Industrial Park Drive, PO Box 1016 Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), as amended on June 6, 2018 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,601,430.
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 Exhibit B-4, Budget and replace with Exhibit B-4 Amendment #2, SFY 2019 BFPC Budget.



New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

3/9/19  
Date

*Lisa Morris*  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

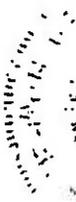
Community Action Program Belknap-Merrimack Counties,  
Inc.

2/28/2019  
Date

*Steven E. Gregoire*  
Name: Steven E. Gregoire  
Title: Budget Analyst

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack, on 2/28/2019, 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.



*James W. Sudak*  
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  
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

3/17/2019  
Date

*Nancy J. Smith*  
Name: *Nancy J. Smith*  
Title: *Senior Asst. Atty General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

**Exhibit B-4 Amendment #2  
SFY 2019 BFPC Budget**

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

Submit/Program Name: **Community Action Program Bellows-Falls/Manchester Counties, Inc.**

Budget Request for: **Breastfeeding Peer Counseling Program  
#0001-0000-11-0000**

Budget Period: **July 1, 2018 to June 30, 2019**

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHS / Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Budget/Request	73,472.00		73,472.00				73,472.00		73,472.00
2. Contracted Services	6,767.00		6,767.00				6,767.00		6,767.00
3. Equipment									
4. Rental									
5. Travel	75.00		75.00				75.00		75.00
6. Material	3,276.00		3,276.00				3,276.00		3,276.00
7. Contract Expenses	1,500.00		1,500.00				1,500.00		1,500.00
8. Printing									
9. Software									
10. Other (Special Project)	7,100.00		7,100.00				7,100.00		7,100.00
<b>TOTAL</b>	<b>43,338.00</b>		<b>43,338.00</b>				<b>43,338.00</b>		<b>43,338.00</b>

Contractor Initials: *BA*

Community Action Program  
Bellows-Falls/Manchester Counties, Inc.  
SFY 2019-0000-11-0000

Contractor Initials: *BA*  
Date: *02/02/19*

MAY 24 '18 AM 10:11 DAS

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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

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

May 15, 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 existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475, and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-8003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-8001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-8006	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$646,498	\$19,501	\$665,999
	<b>Total:</b>		<b>\$5,878,624</b>	<b>\$125,851</b>	<b>\$6,004,475</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

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

See Attached Fiscal Details for Funding Distribution

**EXPLANATION**

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.

New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

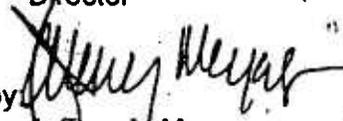
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW  
Director

Approved by



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.*

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			<b>Sub-Total</b>	<b>\$782,865</b>	<b>\$12,600</b>	<b>\$795,465</b>

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			<b>Sub-Total</b>	<b>\$780,865</b>	<b>\$2,000</b>	<b>\$782,865</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,650</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			<b>Sub-Total</b>	<b>\$489,164</b>	<b>\$2,000</b>	<b>\$491,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$24,000</b>	<b>\$1,369,034</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$101,643	\$2,000	\$103,643
			<b>Sub-Total</b>	<b>\$1,343,034</b>	<b>\$2,000</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$5,523	\$5,523
			<b>Sub-Total</b>	<b>\$322,249</b>	<b>\$5,523</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006041	\$24,136	\$7,000	\$26,36
			Sub-Total	\$320,249	\$7,000	\$327,249
		Funding Source Total		5,874,624	\$62,773	\$5,937,397

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$16,000	\$16,000
			Sub-Total	\$0	\$16,000	\$16,000

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$9,700	9,700
			Sub-Total	\$0	\$9,700	\$9,700

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$30,400	\$30,400
			Sub-Total	\$0	\$30,400	\$30,400

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$6,978	\$6,978
			Sub-Total	\$0	\$6,978	\$6,978
		Funding Source Total		\$0	\$63,078	\$63,078

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$5,878,624</b>	<b>\$125,851</b>	<b>\$6,004,475</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1<sup>st</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #1") dated this 25th day of April, 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 nonprofit corporation with a place of business at Industrial Park Drive, PO Box 1016 Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,594,330
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services.
5. Delete in its entirety Exhibit B-1, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Services Budget.
6. Delete in its entirety Exhibit B-2, Budget, and replace with Exhibit B-2 Amendment #1, SFY 2019 WIC Services Budget.
7. Add Exhibit B-3 Amendment #1, Infrastructure Budget.
8. Add Exhibit K, DHHS Information Security Requirements.

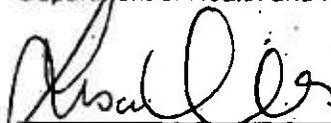
New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/10/18  
Date

  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

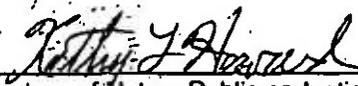
Community Action Program Belknap-Merrimack Counties,  
Inc.

5/4/2018  
Date

  
Name: Jeanne Agri  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 5/4/2018, 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

Name and Title of Notary or Justice of the Peace

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

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

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

5/23/18  
Date

*Rebecca W Ross*  
Name: *Rebecca W Ross*  
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



**1. Provisions Applicable to All Services**

1.1. The Vendor 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.

**2. Scope of Services**

2.1. The Vendor shall use additional funding:

2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;

2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;

2.1.1.2. Must be in place no later than June 30, 2018.

2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;

2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30<sup>th</sup>, 2018;

EXHIBIT B-1 Amendment #1  
2018 WIC Services Budget

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc  
Budget Request for: WIC Program - Women, Infants & Children  
RFP-2018-09HS-11-SPEC

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

Line Item	Incremental	Indirect	Total
1. Total Salary/Wages	\$ 407,402.00	\$ 22,000.00	\$ 429,402.00
2. Employee Benefits	\$ 101,800.00	\$ 6,183.00	\$ 107,983.00
3. Consultants	\$ 3,000.00	\$ -	\$ 3,000.00
4. Equipment	\$ 1,800.00	\$ -	\$ 1,800.00
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ 64,600.00	\$ 4,000.00	\$ 68,600.00
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ 28,000.00	\$ -	\$ 28,000.00
7. Occupancy	\$ 85,000.00	\$ 3,695.00	\$ 88,695.00
8. Current Expenses:	\$ 35,400.00	\$ 10,900.00	\$ 46,300.00
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions other	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses other	\$ -	\$ -	\$ -
9. Software	\$ 200.00	\$ -	\$ 200.00
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,785.00	\$ -	\$ 2,785.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Special Project/Computers purchased with carryover fund	\$ 12,800.00	\$ -	\$ 12,800.00
<b>TOTAL</b>	<b>\$ 712,067.00</b>	<b>\$ 48,678.00</b>	<b>\$ 760,745.00</b>

Indirect As A Percent of Direct 6.8%



**EXHIBIT B-3 Amendment #1  
Infrastructure Budget**

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

Bidder/Program Name: **Community Action Program Belknap-Merrimack Counties Inc**  
 Budget Request for: **WIC Program - Infrastructure**  
 #W-2018-DPHS-11-SPEC

Budget Period: **July 1, 2017 to June 30, 2018**

Line Item	Direct	Indirect	Total Program Cost
1. Total Salary/Wages	\$	\$	\$
2. Employee Benefits	\$	\$	\$
3. Consultants	\$	\$	\$
4. Equipment	\$	\$	\$
Refill	\$	\$	\$
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)	\$	\$	\$
Original Background Checks - 250	\$	\$	\$
Job Advertising - 750	\$	\$	\$
Membership Fees - 300	\$	\$	\$
Mobile Internet - 2100	\$	\$	\$
Computer Services - 800	\$	\$	\$
Special Project/Computer Equipment Purchases	\$	18,000.00	\$ 18,000.00
<b>TOTAL:</b>	\$	<b>18,000.00</b>	<b>\$ 18,000.00</b>

Indirect As A Percent of Direct: **0.0%**

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

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

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 Department's 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/doiit/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.



- 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.

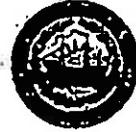
#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

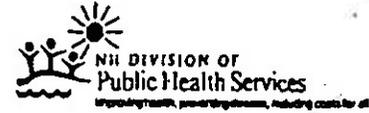


Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



45  
MAC

May 1, 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 agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
	<b>Total:</b>		<b>\$5,878,624</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 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.

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

**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902
			Sub-Total:	\$782,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312

**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,668
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

**EXPLANATION**

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups; pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.

These contracts contain 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.

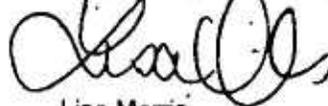
Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

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

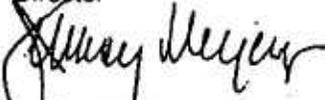
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

**Special Supplemental Nutrition  
Program for Women, Infants & Children**  
RFP Name

**RFP-2018-DPHS-11-SPECI**  
RFP Number

**Reviewer Names**

**Bidder Name**

1. CAP Belknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	167
	200	182
	200	182

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin
4. Lissa Sirot, Administrator  
Nutrition Services DPHS
5. \_\_\_\_\_
6. \_\_\_\_\_

45.1

Subject: WIC and Breastfeeding Peer Counseling Services (RF-2018-DPHS-11-SPEC-01)

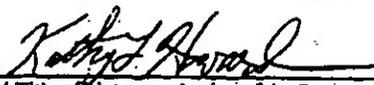
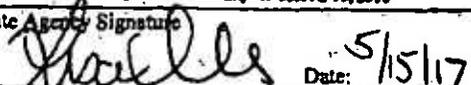
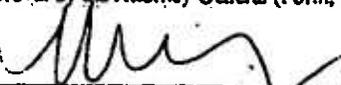
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Belknap-Merrimack Counties, Inc.		1.4 Contractor Address Industrial Park Drive, PO Box 1016 Concord, NH 03302	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 03-95-90-902010-5260-102-300731 03-95-90-902010-5260-102-300734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,563,730
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On 5/11/2017, 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 			
1.13.2 Name and Title of Notary or Justice of the Peace KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 18, 2018			
1.14 State Agency Signature  Date: 5/15/17		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director	
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: Megan A. Wade - Attorney 5/26/17			
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 1.18, 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 or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. 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 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written 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.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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.

Contractor Initials

Date: 



**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.

**2. STATEMENT OF WORK**

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups; pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
  - 2.2.1 Provide WIC services to the contracted caseload of 4,017 to include women, infants and children each month utilizing the Start:INC MIS system in the counties of Belknap, Merrimack, Coos, and Grafton.
  - 2.2.2 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
  - 2.2.3 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
  - 2.2.4 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.
  - 2.2.5 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:



## Exhibit A

- 2.2.5.1 Include national WIC enrollment and retention website ([www.signupwic.com](http://www.signupwic.com)) in outreach materials and on individual agency website;
  - 2.2.5.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
  - 2.2.5.3 Distribution of WIC informational booklets and referral materials;
  - 2.2.5.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
  - 2.2.5.5 Maintenance of participant waiting list, if appropriate;
  - 2.2.5.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
  - 2.2.5.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
  - 2.2.5.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.6 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
- 2.2.6.1 A minimum of twenty-five (25) enrolled participants;
  - 2.2.6.2 Nearby WIC-authorized food stores;
  - 2.2.6.3 Other community and health services that serve WIC eligible participants; and
  - 2.2.6.4 Available transportation for accessing the WIC clinic.
- 2.2.7 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.8 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.9 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.10 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.11 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.12 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.
- 2.2.13 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.



## Exhibit A

- 2.2.14 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
- 2.2.15 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
- 2.2.16 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
- 2.2.17 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
- 2.2.18 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract.
- 2.2.19 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
- 2.2.20 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
- 2.2.21 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.22 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
- 2.2.23 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.24 Conduct special projects as appropriate funding is received.
- 2.2.25 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

### 3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30<sup>th</sup> of each contract year.
- 3.2 The Contractor shall provide a mid-year progress report no later than January 30<sup>th</sup> of each contract year.



## Exhibit A

- 3.3 The Contractor shall provide a year-end report no later than June 30<sup>th</sup> of each contract year.

### 4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high-risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

### 5. PERFORMANCE MEASURES

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department



### Exhibit A

and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:

- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3<sup>rd</sup> month of pregnancy.
  - 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5<sup>th</sup> birthday.
  - 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
  - 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
  - 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.
- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

#### Workplan Schedule

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019



**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, 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 P-37, 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, B-2, B-3 and B-4.
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 sub-contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services  
129 Pleasant Street  
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 initials]*  
*[Handwritten date]*



CGSRT 6-2  
Budget

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

Budget/Program Name: Community Action Program - Seacoast Counties Inc

Budget Account No: SEC Program

APP-200-010-11-0100

Budget Period: July 1, 2012 to June 30, 2013

Line Item	Total Program Cost			Committed (Fixed) Costs			Funded by 0100 unenclosed class		
	Class Amount	Amount	Total	Class Amount	Amount	Total	Class Amount	Amount	Total
1. Total Expenditures	253,772.00	14,451.00	268,223.00				253,772.00	14,451.00	268,223.00
2. Employee Benefits	117,750.00	6,700.00	124,450.00				117,750.00	6,700.00	124,450.00
3. Contract									
4. Equipment									
5. Rental									
6. Repair and Maintenance	1,300.00		1,300.00				1,300.00		1,300.00
7. Purchase/Depreciation	400.00		400.00				400.00		400.00
8. Supplies									
9. Stipend									
10. Job	6,720.00		6,720.00				6,720.00		6,720.00
11. Payroll									
12. Medical	1,200.00		1,200.00						
13. Other	4,780.00	1,120.00	5,900.00				3,900.00	1,970.00	5,870.00
14. Travel	21,700.00		21,700.00				21,700.00		21,700.00
15. Contingency	66,223.00	3,000.00	69,223.00				66,223.00	3,000.00	69,223.00
16. Current Expenses									
17. Telephone	6,700.00	2,000.00	8,700.00				6,700.00	2,000.00	8,700.00
18. Printing	6,300.00	1,200.00	7,500.00				6,300.00	1,200.00	7,500.00
19. Reproduction	770.00		770.00				770.00		770.00
20. Audit and Legal	1,300.00	1,100.00	2,400.00				1,300.00	1,100.00	2,400.00
21. Insurance	7,200.00	3,400.00	10,600.00				7,200.00	3,400.00	10,600.00
22. Board Expenses							7,000.00	3,400.00	10,400.00
23. Salaries	1,300.00		1,300.00						
24. Marketing/Communications							1,200.00		1,200.00
25. Staff Education and Training	700.00		700.00						
26. Professional Services							700.00		700.00
27. Other (Specify details mandatory)	6,300.00		6,300.00				6,300.00		6,300.00
28. Other (Specify details mandatory)									
29. Accounting - 010									
30. Community Dev. - 010									
31. Single Expense - 010									
32. Computer System - 010									
TOTAL	253,772.00	14,451.00	268,223.00				253,772.00	14,451.00	268,223.00

Computer Info: *SPACT*

EXHIBIT B-3  
BUDGET

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

State/Program Name: Community Action Program (Seacoast-Northeast Coastal) Inc.

Budget Request For: Branding For Counseling Program  
99-000-0000-11-0000

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

Line Item	Total Program Cost							
	Original Estimate	Final						
Personnel	1,145,000	1,145,000	1,145,000	1,145,000	1,145,000	1,145,000	1,145,000	1,145,000
Travel	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Telephone								
Printing								
Postage								
Supplies								
Contractual Services								
Professional Fees								
Interest								
Other								
<b>TOTAL</b>	<b>1,195,000</b>	<b>1,195,000</b>	<b>1,195,000</b>	<b>1,195,000</b>	<b>1,195,000</b>	<b>1,195,000</b>	<b>1,195,000</b>	<b>1,195,000</b>

Comptroller: *[Signature]*  
Date: 5/11/17

**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 - Seacoast-Northeast Counties Inc.

Budget Requested for: Broadbanding Peer Counseling Program  
094-000-0000-1-0000

Budget Period: July 1, 2010 to June 30, 2011

Fund Code	Total Program Budget		Total		Total		Total	
	State	Federal	State	Federal	State	Federal	State	Federal
01-0000	10000		10000		10000		10000	
02-0000	10000		10000		10000		10000	
03-0000								
04-0000								
05-0000								
06-0000								
07-0000								
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41-0000								
42-0000								
43-0000								
44-0000								
45-0000								
46-0000								
47-0000								
48-0000								
49-0000								
50-0000								
TOTAL	20000		20000		20000		20000	

Comptroller's Office  
Date: 5/11/10



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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

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5/11/17



- 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.

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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

*[Handwritten Signature]*  
Date: *[Handwritten Date]*



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13186, 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

*[Handwritten Signature]*  
*[Handwritten Date]*

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

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

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

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S/



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available. If ever, the State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. 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:

Contractor Initials: *LR*  
Date: *5/13/13*



**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 GRANTEEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-5160 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 03301-8505

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

RTE  
Date 5/10





**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-1).
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to 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.

5/11/2017  
Date

  
Name: Ralph Litchfield  
Title: Executive Director



**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**

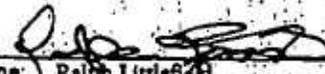
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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 (1)(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.

5/11/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director



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

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

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

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

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

Exhibit G

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

Contractor Initials

*[Handwritten Signature]*

9/27/14  
Rev. 10/2/14

Page 1 of 2

Date

*[Handwritten Date]*

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-Merrimeck Counties, Inc.

5/11/2017  
Date

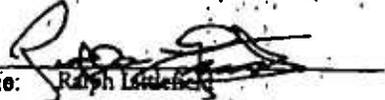
  
Name: Ralph Littlefield  
Title: Executive Director

Exhibit G

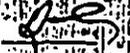
Contractor Initials

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and WVI whistleblower protections

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

Page 2 of 2

Date




**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.

5/11/2017  
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 184.402 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.

3/2014

Contractor Initials

Date

*[Handwritten Signature]*  
*[Handwritten Date]*



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

*[Handwritten Signature]*  
*[Handwritten Date]*



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 (I). 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.

3/2014

Contractor Initials

Date

*RC*  
*3/16/14*



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 164.526.
- 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

*[Handwritten Signature]*  
*[Handwritten Date: 5/17/17]*



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. Severability. 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.

<p>The State</p> <p><u>Lisa Morris</u></p> <p>Signature of Authorized Representative</p> <p><u>LISA MORRIS</u></p> <p>Name of Authorized Representative</p> <p><u>Director</u></p> <p>Title of Authorized Representative</p> <p><u>5/11/17</u></p> <p>Date</p>	<p>Community Action Program Belknap-Merrimack Counties, Inc.</p> <p>Name of the Contractor</p> <p><u>Ralph Littlefield</u></p> <p>Signature of Authorized Representative</p> <p><u>Ralph Littlefield</u></p> <p>Name of Authorized Representative</p> <p><u>Executive Director</u></p> <p>Title of Authorized Representative</p> <p><u>5/11/2017</u></p> <p>Date</p>
--	--

RL  
Date 5/11/17



**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.

5/11/2017  
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 revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, 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 6104 of the Internal Revenue Code of 1986?

NO  YES

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

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

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

Name: _____	Amount: _____

*[Handwritten Signature]*  
*[Handwritten Date]*

**State of New Hampshire  
Department of Health and Human Services  
Amendment #6**

This Amendment to the WIC and Breastfeeding Peer Counseling Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Greater Seacoast Community Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14), as amended on April 17, 2019 (Item #23), as amended on June 5, 2019 (Item #27), as amended and approved by the Governor on July 10, 2020 and presented to the Governor and Council on August 5, 2020 (Informational Item #G), and as most recently amended on June 16, 2021 (Item #33), 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 General Provisions, Section 3, 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 increase the price limitation 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 1.8, Price Limitation, to read:  
\$3,032,237
2. Form P-37, General Provisions, Block 1.9; Contracting Officer for State Agency, to read:  
Robert W. Moore, Director
3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-8, Budget – Amendment #6, SFY 2023 BFPC Services.
4. Modify Exhibit B-7, Budget – Amendment #5, SFY 2023 WIC Services, by replacing it in its entirety with Exhibit B-7, Budget – Amendment #6, SFY 2023 WIC Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-8, Budget – Amendment #5, SFY 2023 BFPC Services, by replacing it in its entirety with Exhibit B-8, Budget – Amendment #6; SFY 2023 BFPC Services, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and 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

11/14/2022

Date

DocuSigned by:  
*Patricia M. Tilley*  
Name: Patricia M. Tilley  
Title: Director

Greater Seacoast Community Health

11/9/2022

Date

DocuSigned by:  
*Janet Laatsch*  
Name: Janet Laatsch  
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

11/14/2022  
\_\_\_\_\_  
Date

DocuSigned by:  
*Robyn Guarino*  
\_\_\_\_\_  
Name: Robyn Guarino  
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-7, Budget Amendment #6

New Hampshire Department of Health and Human Services <i>Complete one budget form for each budget period.</i>		
Contractor Name: <u>Greater Seacoast Community Health</u>		
Budget Request for: <u>WIC</u>		
Budget Period: <u>July 1, 2023 - June 30, 2023</u>		
Indirect Cost Rate (if applicable): <u>0.00%</u>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.</i>
1. Salary & Wages	\$376,168	1.0FTE WIC Director, 1.0FTE Administrative Assistant, 1.8FTE Program Assistant, 1.4FTE BFPC and 3.4FTE nutritionist
2. Fringe Benefits	\$82,757	benefits for above position hours at 22% (2% 401k match, 7.65% payroll taxes, 12.35% medical, dental, STD, AD&D)
3. Consultants	\$0	
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$8,500	replacement cost of 4 laptops for program staff
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$8,000	Needed PPE for visitors, re-order other needed medical supplies (hemocues, alcohol wipes) that have expired. Also, add anthropometric device if needed for on-site.
5.(e) Supplies Office	\$4,000	
6. Travel	\$6,863	\$0.88 per mile reimbursement, staff will again be traveling to Carroll County for clinics
7. Software	\$0	
8.(a) Other - Marketing/ Communications	\$500	Promotional materials, updated handouts
8.(b) Other - Education and Training	\$2,500	Advanced training and CEU options for CLC and Nutritionist has an upcoming RD renewal
8.(c) Other - Other (specify below)		
Occupancy	\$32,000	Actual occupancy costs of program space in Somersworth, \$600 monthly rent in Tilton, Carroll County
Postage	\$1,500	Mailing costs for clients letters/materials
Telephone - program cell phones	\$8,000	Program staff cell phones for texting clients
Internet	\$1,500	renewal of subscription
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$532,088</b>	
<b>Total Indirect Costs</b>	<b>\$0</b>	
<b>TOTAL</b>	<b>\$532,088</b>	

## Exhibit B-8, Budget Amendment #6

New Hampshire Department of Health and Human Services <i>Complete one budget form for each budget period.</i>		
Contractor Name: <u>Greater Seacoast Community Health</u>		
Budget Request for: <u>BFFC - WIC</u>		
Budget Period: <u>FY2023</u>		
Indirect Cost Rate (if applicable): <u>0.00%</u>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.</i>
1. Salary & Wages	\$24,544	18-24 hours per week of direct breastfeeding peer counseling support to clients
2. Fringe Benefits	\$6,065	benefits for above position hours at 22% (2% 401k match, 7.65% payroll taxes, 12.35% medical, dental, STD, AD&D)
3. Consultants	\$0	
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0	
5. (a) Supplies - Educational	\$0	
5. (b) Supplies - Lab	\$0	
5. (c) Supplies - Pharmacy	\$0	
5. (d) Supplies - Medical	\$0	
5. (e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)	\$0	
Other (please specify)	\$0	
9. Subrecipient Contracts	\$0	
<b>Total Direct Costs</b>	<b>\$30,609</b>	
<b>Total Indirect Costs</b>	<b>-\$0</b>	
<b>TOTAL</b>	<b>\$30,609</b>	

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: 65587

Certificate Number: 0005877394



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Jennifer Glidden, Chair of Greater Seacoast Community Health hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Greater Seacoast Community Health.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 28<sup>th</sup>, 2022 at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** the Janet Laatsch

Is duly authorized on behalf of Greater Seacoast Community Health 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 amendments, revisions, or modifications thereto, which may in his/her judgement be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repeated and remain in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. The authority remains valid for thirty (30) days from the date of this Certificate of Authority. 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.

Dated: 11/01/2022



Signature of Elected Officer

Jennifer Glidden, Chair



GOODCOM-01

PCANTLIN

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/1/2022

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

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

<b>PRODUCER</b> License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	<b>CONTACT NAME</b> PHONE (A/C. No, Ext) (603) 622-2855 FAX (A/C. No) (603) 622-2854 E-MAIL ADDRESS info@clarkinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Greater Seacoast Community Health dba Goodwin Community Health, Families First, SOS Community Organization, Lilac City Pediatrics 311 Route 108 Somersworth, NH 03878	<b>INSURER A</b> Selective Insurance Co of South Carolina	19259
	<b>INSURER B</b> Technology Insurance Company	42376
	<b>INSURER C</b> AIX Specialty Insurance Co	12833
	<b>INSURER D</b>	
	<b>INSURER E</b>	
	<b>INSURER F</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		S 2439491	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S 2439491	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		S 2439491	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		TWC4056247	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional		L3V-A671986-07	1/1/2022	1/1/2023	Each Incident 1,000,000
C	Liability		L3V-A671986-07	1/1/2022	1/1/2023	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability excludes coverage for claims that are covered under the FYCA

<b>CERTIFICATE HOLDER</b>  State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## *Greater Seacoast Community Health*

### *Mission*

*“To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay.”*

Board Approved on 6-25-2018



**GREATER SEACOAST COMMUNITY HEALTH**

**Goodwin** **Families** **Lilac City**  
Community Health First Pediatrics

**FINANCIAL STATEMENTS**

and

**REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING  
STANDARDS AND THE UNIFORM GUIDANCE**

**December 31, 2021 and 2020**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Greater Seacoast Community Health

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the accompanying financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2021 and 2020, and the results of its operations, changes in its net assets, and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

#### *Basis for Opinion*

We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Board of Directors  
Greater Seacoast Community Health  
Page 2

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Directors  
Greater Seacoast Community Health  
Page 3

***Supplementary 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 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 U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 23, 2022 on our consideration of the Organization'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 solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's 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 the Organization's internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
May 23, 2022

## GREATER SEACOAST COMMUNITY HEALTH

## Balance Sheets

December 31, 2021 and 2020

## ASSETS

	<u>2021</u>	<u>2020</u>
Current assets		
Cash and cash equivalents	\$ 9,428,603	\$ 8,238,071
Patient accounts receivable	946,289	898,514
Grant and other receivables	826,005	1,149,771
Pledges receivable	379,166	289,104
Inventory	84,243	134,597
Other current assets	<u>80,195</u>	<u>156,514</u>
Total current assets	11,744,501	10,866,571
Investments	2,248,099	1,997,275
Pledges receivable, less of current pledges	-	135,333
Assets limited as to use	1,513,872	1,361,054
Property and equipment, net	<u>6,763,858</u>	<u>5,938,040</u>
Total assets	<u>\$ 22,270,330</u>	<u>\$20,298,273</u>

## LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 499,922	\$ 283,102
Accrued payroll and related expenses	1,123,883	955,457
Patient deposits	171,291	152,926
Deferred revenue	219,339	116,450
Provider Relief Funds refundable advance	-	221,102
Paycheck Protection Program refundable advance	-	1,479,000
Current maturities of long-term debt	<u>27,925</u>	<u>27,304</u>
Total current liabilities	2,042,360	3,235,341
Long-term debt, less current maturities	<u>233,911</u>	<u>261,836</u>
Total liabilities	<u>2,276,271</u>	<u>3,497,177</u>
Net assets		
Without donor restrictions	16,051,868	13,990,441
With donor restrictions	<u>3,942,191</u>	<u>2,810,655</u>
Total net assets	<u>19,994,059</u>	<u>16,801,096</u>
Total liabilities and net assets	<u>\$22,270,330</u>	<u>\$20,298,273</u>

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The accompanying notes are an integral part of these financial statements.

## GREATER SEACOAST COMMUNITY HEALTH

## Statements of Operations

Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Operating revenue and support		
Net patient service revenue	\$12,147,244	\$11,793,485
Grants, contracts, and contributions	9,502,562	9,317,881
Provider Relief Fund	221,102	-
Paycheck Protection Program	1,479,000	-
Other operating revenue	476,334	448,537
Net assets released from restriction for operations	<u>193,959</u>	<u>171,899</u>
Total operating revenue and support	<u>24,020,201</u>	<u>21,731,802</u>
Operating expenses		
Salaries and wages	13,671,440	12,571,717
Employee benefits	2,524,515	2,255,496
Contracted services	1,075,563	985,228
Program supplies	1,980,697	1,519,931
Information technology	641,007	755,828
Occupancy	820,794	786,296
Other	1,326,186	1,276,901
Depreciation	307,683	286,651
Interest expense	<u>6,225</u>	<u>3,111</u>
Total operating expenses	<u>22,354,110</u>	<u>20,441,159</u>
Operating income	<u>1,666,091</u>	<u>1,290,643</u>
Other revenue		
Investment income	92,870	50,806
Change in fair value of investments	<u>134,629</u>	<u>166,963</u>
Total other revenue	<u>227,499</u>	<u>217,769</u>
Excess of revenue over expenses	1,893,590	1,508,412
Grants received for capital acquisition	167,837	69,701
Net assets released from restriction for capital acquisition	<u>-</u>	<u>32,969</u>
Increase in net assets without donor restrictions	<u>\$ 2,061,427</u>	<u>\$ 1,611,082</u>

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The accompanying notes are an integral part of these financial statements.

**GREATER SEACOAST COMMUNITY HEALTH**

**Statements of Changes in Net Assets**

**Years Ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Net assets without donor restrictions		
Excess of revenue over expenses	\$ 1,893,590	\$ 1,508,412
Grants received for capital acquisition	167,837	69,701
Net assets released from restriction for capital acquisition	<u>-</u>	<u>32,969</u>
Increase in net assets without donor restrictions	<u>2,061,427</u>	<u>1,611,082</u>
Net assets with donor restrictions		
Contributions	1,127,393	1,098,894
Investment income	44,850	28,158
Change in fair value of investments	153,252	129,596
Net assets released from restriction for operations	(193,959)	(171,899)
Net assets released from restriction for capital acquisition	<u>-</u>	<u>(32,969)</u>
Increase in net assets with donor restrictions	<u>1,131,536</u>	<u>1,051,780</u>
Change in net assets	3,192,963	2,662,862
Net assets, beginning of year	<u>16,801,096</u>	<u>14,138,234</u>
Net assets, end of year	<u>\$19,994,059</u>	<u>\$16,801,096</u>

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The accompanying notes are an integral part of these financial statements.

## GREATER SEACOAST COMMUNITY HEALTH

## Statements of Cash Flows

Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 3,192,963	\$ 2,662,862
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	307,683	286,651
Change in fair value of investments	(287,881)	(296,559)
Grants and contributions for long-term purposes	(1,859,630)	(1,144,139)
Decrease (Increase) in		
Patient accounts receivable	(47,775)	196,741
Grant and other receivables	323,766	(386,288)
Pledges receivable	700	29,425
Inventory	50,354	(34,169)
Other current assets	76,319	(103,372)
Increase (decrease) in		
Accounts payable and accrued expenses	216,820	82,653
Accrued payroll and related expenses	168,426	(244,255)
Patient deposits	18,365	15,687
Deferred revenue	102,889	69,822
Provider Relief Funds refundable advance	(221,102)	221,102
Paycheck Protection Program refundable advance	<u>(1,479,000)</u>	<u>1,479,000</u>
Net cash provided by operating activities	<u>562,897</u>	<u>2,835,161</u>
Cash flows from investing activities		
Capital acquisitions	(1,133,501)	(440,161)
Proceeds from sale of investments	78,398	683,784
Purchase of investments	<u>(194,159)</u>	<u>(749,704)</u>
Net cash used by investing activities	<u>(1,249,262)</u>	<u>(506,081)</u>
Cash flows from financing activities		
Grants and contributions for long-term purposes	1,904,201	723,902
Proceeds from long-term debt	-	300,000
Payments on long-term debt	<u>(27,304)</u>	<u>(10,860)</u>
Net cash provided by financing activities	<u>1,876,897</u>	<u>1,013,042</u>
Net increase in cash and cash equivalents	1,190,532	3,342,122
Cash and cash equivalents, beginning of year	<u>8,238,071</u>	<u>4,895,949</u>
Cash and cash equivalents, end of year	<u>\$ 9,428,603</u>	<u>\$ 8,238,071</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 6,225	\$ 3,111

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The accompanying notes are an integral part of these financial statements.

## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2021 and 2020

#### Organization

Greater Seacoast Community Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC), providing fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations. The Organization is a network of community health centers, which includes Families First Health & Support Center, Goodwin Community Health, and Lilac City Pediatrics, providing healthcare services to individuals living within the greater seacoast area.

#### 1. Summary of Significant Accounting Policies

##### Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements according to the following net asset classifications:

**Net assets without donor restrictions:** Net assets that are not subject to 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 the Board of Directors.

**Net assets with donor restrictions:** 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 the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

##### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

##### Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2021 and 2020

#### COVID-19

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the Centers for Disease Control and Prevention, the Organization took steps to create safe distances between both staff and patients. All providers received the necessary equipment to allow for medical and behavioral health visits using telehealth. Dental operations were curtailed for a period of time in 2020 and resumed operations at reduced levels which subsequently returned to more normal operations during 2021.

The Organization received distributions totaling \$221,102 from the Provider Relief Fund (PRF), a fund established to support healthcare providers in responding to the COVID-19 outbreak, in 2020. The PRF is being administered by the U.S. Department of Health and Human Services (HHS) and is to be used for qualifying expenses and to cover lost revenue due to COVID-19 through June 30, 2021. The PRF is considered a conditional contribution and is recognized as income when qualifying expenditures or lost revenues have been incurred. Unexpended funds are reported as refundable advances on the balance sheet as of December 31, 2020. The Organization identified qualifying expenditures \$221,102 during the year ended December 31, 2021.

The Organization qualified for and received a loan in the amount of \$1,479,000 from the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA). The principal amount of the PPP was subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The PPP is considered a conditional contribution and is recognized as income when qualifying expenditures have been incurred and management has determined the conditions of forgiveness have substantially been met. The PPP was fully forgiven by the SBA and the lender on September 17, 2021.

The various COVID-19 programs are complex and subject to interpretation. The programs may be subject to future investigation by governmental agencies. Any difference between amounts previously recognized and amounts subsequently determined to be recoverable or payable are adjusted in future periods as adjustments become known.

#### Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2021 and 2020

#### Revenue Recognition and Patient Accounts Receivable

Net patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs). Generally, the Organization bills the patients and third-party payers several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations for medical, dental and ancillary services from the commencement of an encounter with a patient to the completion of the encounter. Ancillary services provided the same day as the encounter are considered to be part of the performance obligation and are not deemed to be separate performance obligations. Contract pharmacy services are measured when the prescription is dispensed to the patient as reported by the pharmacy administrator. The Organization's performance obligations are satisfied at a point in time.

The Organization determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payers, discounts provided to uninsured patients in accordance with the Organization's sliding fee discount program, and implicit price concessions provided to uninsured patients. The Organization determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience.

Consistent with the Organization's mission and FQHC designation, care is provided to patients regardless of their ability to pay. Therefore, the Organization has determined it has provided implicit price concessions to uninsured patients and patients with other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and amounts the Organization expects to collect based on its collection history with those patients.

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. Payer concentrations are disclosed in Note 9.

The Organization bills the patients and third-party payers several days after the services are performed. A summary of payment arrangements follows:

## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2021 and 2020

#### Medicare

The Organization is primarily reimbursed for medical, behavioral health and ancillary services provided to patients based on the lesser of actual charges or prospectively set rates for all FQHC services furnished to a Medicare beneficiary on the same day when an FQHC furnishes a face-to-face or virtual visit. Certain other services provided to patients are reimbursed based on predetermined payment rates for each Current Procedural Terminology (CPT) code, which may be less than the Organization's public fee schedule.

#### Medicaid

The Organization is primarily reimbursed for medical, behavioral health and ancillary services provided to patients based on prospectively set rates for all FQHC services furnished to a Medicaid beneficiary on the same day when an FQHC furnishes a face-to-face or virtual visit. Certain other services, including dental services, provided to patients are reimbursed based on predetermined payment rates for each CPT code, which may be less than the Organization's public fee schedule.

#### Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates for each CPT code, which may be less than the Organization's public fee schedule.

#### Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount program. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization's sliding fee discount program was approximately \$1,066,556 and \$1,050,470 for the years ended December 31, 2021 and 2020, respectively. The Organization is able to provide these services with a component of funds received through federal and state grants and local support.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

**GREATER SEACOAST COMMUNITY HEALTH**

**Notes to Financial Statements**

**December 31, 2021 and 2020**

340B Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. The Organization purchases drugs at a reduced price to replenish the contract pharmacies for the drugs they dispense to the Organization's patients. The contract pharmacies remit the payments they receive to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions, which would reduce the transaction price. The Organization recognizes revenue in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable at January 1, 2020 were \$1,095,255.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The accounts receivable from patients and third-party payers, net of contractual allowances, were as follows:

	<u>2021</u>	<u>2020</u>
Governmental plans		
Medicare	8 %	7 %
Medicaid	34 %	29 %
Commercial payers	36 %	45 %
Patient	<u>22 %</u>	<u>19 %</u>
 Total	 <u>100 %</u>	 <u>100 %</u>

**GREATER SEACOAST COMMUNITY HEALTH**

**Notes to Financial Statements**

**December 31, 2021 and 2020**

**Grant and Other Receivables, and Deferred Revenue**

Grant and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

The Organization receives a significant amount of grants from HHS. For the years ended December 31, 2021 and 2020, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 67% and 64%, respectively, of the total of Grants, contracts, and contributions and Provider Relief Fund.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has met the performance requirements or incurred expenditures in compliance with specific contract or grant provisions, as applicable. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue.

The Organization has been awarded cost reimbursable grants from HHS that have not been recognized at December 31, 2021 because qualifying expenditures have not yet been incurred as follows:

	<u>Amount</u>	<u>Available Through</u>
Health Center Program	\$ 1,264,569	April 30, 2022
Integrated Behavioral Health Services	111,333	April 30, 2022
Health Center Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding	44,478	March 31, 2023
FY 2020 Expanding Capacity for Coronavirus Testing	60,863	April 30, 2023
Expanded Medication Assisted Treatment for Vulnerable Populations	146,190	September 30, 2022
American Rescue Plan Act Funds	<u>2,744,237</u>	March 31, 2023
Total HHS grant funds available	<u>\$ 4,371,670</u>	

The Organization also was awarded a Health Center Infrastructure Support capital grant in the amount of \$675,263, which is available for use for approved capital projects through September 14, 2024. The Organization intends to use the majority of this grant for the alteration/renovation of the Organization's Somersworth, New Hampshire facility to accommodate the expansion of primary care and behavioral health care.

**Inventory**

Inventory consists primarily of pharmaceuticals and is stated at the lower of cost or retail. Cost is determined on the first-in, first-out method.

## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2021 and 2020

#### **Investments and Assets Limited as to Use**

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 8.

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheets regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and losses section of the statements of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the excess (deficiency) of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

#### **Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. Property and equipment costing less than \$5,000 is charged to expense upon purchase.

#### **Patient Deposits**

Patient deposits primarily consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

#### **Contributions**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction.

## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2021 and 2020

The Organization reports gifts of property and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

#### Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

#### Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 23, 2022, which is the date the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

#### 2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and investments.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, were as follows at December 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 9,428,603	\$ 8,238,071
Investments	2,248,099	1,997,275
Patient accounts receivable	946,289	898,514
Grant and other receivables	826,005	1,149,771
Less donor restricted assets	<u>(451,518)</u>	<u>(448,711)</u>
Financial assets available for current use	<u>\$12,997,478</u>	<u>\$11,834,920</u>

The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 156 and 149 at December 31, 2021 and 2020, respectively. The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration (commonly known as HRSA) recommended days cash and cash equivalents on hand for operations of 30 days.

**GREATER SEACOAST COMMUNITY HEALTH**

**Notes to Financial Statements**

**December 31, 2021 and 2020**

**3. Pledges Receivable**

Pledges receivable are restricted for capital projects and are due as follows:

	<u>2021</u>	<u>2020</u>
Less than one year	\$ 379,166	\$ 289,104
One to five years	<u>-</u>	<u>135,333</u>
Total	<u>\$ 379,166</u>	<u>\$ 424,437</u>

**4. Investments and Assets Limited as to Use**

Investments, stated at fair value, consisted of the following:

	<u>2021</u>	<u>2020</u>
Long-term investments	\$ 2,248,099	\$ 1,997,275
Assets limited as to use	<u>1,513,872</u>	<u>1,361,054</u>
Total investments	<u>\$ 3,761,971</u>	<u>\$ 3,358,329</u>

Assets limited as to use are restricted for the following purposes:

	<u>2021</u>	<u>2020</u>
Assets held in trust under Section 457(b) deferred compensation plans	\$ 57,391	\$ 44,809
Assets with donor restrictions	<u>1,456,481</u>	<u>1,316,245</u>
Total	<u>\$ 1,513,872</u>	<u>\$ 1,361,054</u>

**Fair Value of Financial Instruments**

U.S. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

U.S. GAAP distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2021 and 2020

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

<u>Investments at Fair Value as of December 31, 2021</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 125,737	\$ -	\$ -	\$ 125,737
Municipal bonds	-	158,269	-	158,269
Exchange traded funds	1,359,909	-	-	1,359,909
Mutual funds	<u>2,118,056</u>	-	-	<u>2,118,056</u>
Total investments	<u>\$ 3,603,702</u>	<u>\$ 158,269</u>	<u>\$ -</u>	<u>\$ 3,761,971</u>

<u>Investments at Fair Value as of December 31, 2020</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 374,694	\$ -	\$ -	\$ 374,694
Municipal bonds	-	165,125	-	165,125
Exchange traded funds	506,873	-	-	506,873
Mutual funds	<u>2,311,637</u>	-	-	<u>2,311,637</u>
Total investments	<u>\$ 3,193,204</u>	<u>\$ 165,125</u>	<u>\$ -</u>	<u>\$ 3,358,329</u>

Municipal bonds are valued based on quoted market prices of similar assets.

#### 5. Property and Equipment

Property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 718,427	\$ 718,427
Building and improvements	5,949,854	5,943,273
Leasehold improvements	179,963	327,532
Furniture, fixtures, and equipment	2,864,516	2,734,113
Construction in progress	<u>1,152,081</u>	<u>269,161</u>
Total cost	10,864,841	9,992,506
Less accumulated depreciation	<u>4,100,983</u>	<u>4,054,466</u>
Property and equipment, net	<u>\$ 6,763,858</u>	<u>\$ 5,938,040</u>

Construction in progress primarily relates to the Organization's portion of costs associated with the build of a new facility in Portsmouth, New Hampshire, which is being constructed by another party and will be leased to the Organization. The Organization's total share of the project costs was \$1,040,000, plus furniture and equipment and was completed in February 2022.

**GREATER SEACOAST COMMUNITY HEALTH**

**Notes to Financial Statements**

**December 31, 2021 and 2020**

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

**6. Long-Term Debt**

Long-term debt consists of the following at December 31:

	<u>2021</u>	<u>2020</u>
2.25% promissory note payable to New Hampshire Health and Education Facilities Authority through July 2030, paid in monthly installments of \$2,794, including interest. Note is uncollateralized.	\$ 261,836	\$ 289,140
Less current portion	<u>27,925</u>	<u>27,304</u>
Long-term debt, less current portion	<u>\$ 233,911</u>	<u>\$ 261,836</u>

Maturities of long-term debt for the next five years are as follows at December 31:

2022	\$ 27,925
2023	28,560
2024	29,209
2025	29,873
2026	30,552
Thereafter	<u>115,717</u>
Total	<u>\$ 261,836</u>

**7. Net Assets with Donor Restrictions**

Net assets with donor restrictions are available for the following purposes at December 31:

	<u>2021</u>	<u>2020</u>
Specific purpose (temporary in nature)		
Program services	\$ 451,518	\$ 448,711
Construction of new facility	1,655,026	621,232
Pledges receivable for construction of new facility	375,666	420,267
Passage of time (temporary in nature)		
Pledges receivable	3,500	4,200
Earnings from endowment investments	586,803	446,567
Held in perpetuity (permanent in nature)		
Endowment	<u>869,678</u>	<u>869,678</u>
Total	<u>\$ 3,942,191</u>	<u>\$ 2,810,655</u>

**GREATER SEACOAST COMMUNITY HEALTH**

**Notes to Financial Statements**

**December 31, 2021 and 2020**

Net assets released from net assets with donor restrictions were as follows at December 31:

	<u>2021</u>	<u>2020</u>
Satisfaction of purpose - program services	\$ 39,143	\$ 48,514
Satisfaction of purpose - purchase of capital assets	-	32,969
Passage of time - pledges receivable	96,950	54,586
Passage of time - endowment earnings	<u>57,866</u>	<u>68,799</u>
 Total	 <u>\$ 193,959</u>	 <u>\$ 204,868</u>

**8. Endowments**

**Interpretation of Relevant Law**

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

**Spending Policy**

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

## GREATER SEACOAST COMMUNITY HEALTH

### Notes to Financial Statements

December 31, 2021 and 2020

#### Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2021 and 2020.

#### Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

#### Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

#### Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities at December 31:

	<u>2021</u>	<u>2020</u>
Endowments, beginning of year	\$ 1,316,245	\$ 1,585,562
Investment income	44,850	28,158
Change in fair value of investments	153,252	129,596
Spending policy appropriations	(57,866)	(68,799)
Reclassification due to change in purpose restriction	<u>-</u>	<u>(358,272)</u>
Endowments, end of year	<u>\$ 1,456,481</u>	<u>\$ 1,316,245</u>

During 2020, the Organization petitioned for and received approval for a change in the intent of one of the Organization's endowment donations so the funds can be used to offset costs associated with the construction of a new facility in Portsmouth, New Hampshire. As a result, the endowment principal was reclassified from net assets with donor restrictions to be held in perpetuity to net assets with donor restrictions with specific purposes.



## GREATER SEACOAST COMMUNITY HEALTH

## Notes to Financial Statements

December 31, 2021 and 2020

**10. Functional Expense**

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare, administrative and support and fundraising services based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows:

	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
<b>2021</b>				
Salaries and wages	\$ 11,626,356	\$ 1,589,462	\$ 455,622	\$ 13,671,440
Employee benefits	2,146,878	293,504	84,133	2,524,515
Contracted services	901,023	165,775	8,765	1,075,563
Program supplies	1,980,697	-	-	1,980,697
Information technology	545,120	74,524	21,363	641,007
Occupancy	698,013	95,427	27,354	820,794
Other	1,127,805	154,183	44,198	1,326,186
Depreciation	261,657	35,772	10,254	307,683
Interest expense	<u>5,294</u>	<u>724</u>	<u>207</u>	<u>6,225</u>
<b>Total</b>	<b><u>\$ 19,292,843</u></b>	<b><u>\$ 2,409,371</u></b>	<b><u>\$ 651,896</u></b>	<b><u>\$ 22,354,110</u></b>
	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
<b>2020</b>				
Salaries and wages	\$ 10,678,936	\$ 1,479,752	\$ 413,029	\$ 12,571,717
Employee benefits	1,915,912	265,482	74,102	2,255,496
Contract services	787,581	186,356	11,291	985,228
Program supplies	1,519,931	-	-	1,519,931
Information technology	642,032	88,964	24,832	755,828
Occupancy	667,912	92,551	25,833	786,296
Other	1,084,652	150,297	41,952	1,276,901
Depreciation	243,493	33,740	9,418	286,651
Interest expense	<u>2,643</u>	<u>366</u>	<u>102</u>	<u>3,111</u>
<b>Total</b>	<b><u>\$ 17,543,092</u></b>	<b><u>\$ 2,297,508</u></b>	<b><u>\$ 600,559</u></b>	<b><u>\$ 20,441,159</u></b>

**11. Retirement Plans**

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the years ended December 31, 2021 and 2020, the Organization contributed \$222,748 and \$211,632, respectively, to the plan.

**GREATER SEACOAST COMMUNITY HEALTH**

**Notes to Financial Statements**

**December 31, 2021 and 2020**

The Organization has established an unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2021. The balance of the deferred compensation plan amounted to \$57,391 and \$44,809 at December 31, 2021 and 2020, respectively.

**12. Medical Malpractice Insurance**

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of December 31, 2021, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

**13. Lease Commitments**

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases, including the lease for the new Portsmouth facility which was occupied in February 2022, are as follows:

2022	\$ 692,777
2023	494,060
2024	401,261
2025	364,805
2026	360,167
Thereafter	<u>2,399,601</u>
<b>Total</b>	<b><u>\$ 4,712,671</u></b>

Rental expense amounted to \$362,612 and \$346,489 for the year ended December 31, 2021 and 2020, respectively.

**14. Food Vouchers**

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was \$1,323,285 and \$1,071,367 for the years ended December 31, 2021 and 2020, respectively. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

**SUPPLEMENTARY INFORMATION**

## GREATER SEACOAST COMMUNITY HEALTH

## Schedule of Expenditures of Federal Awards

Year Ended December 31, 2021

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures
<u>U.S. Department of Health and Human Services</u>			
<u>Direct</u>			
<i>Health Center Program Cluster</i>			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 1,015,530
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		<u>1,145,830</u>
Total AL 93.224			2,161,360
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>3,063,823</u>
Total Health Center Program Cluster			5,225,183
Affordable Care Act (ACA) Grants for Capital Development in Health Centers	93.526		3,301
COVID-19 Provider Relief Fund	93.498		221,102
<u>Direct</u>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		387,416
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	102-500731/92052410	<u>65,117</u>
Total AL 93.243			452,533
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Public Health Emergency Preparedness	93.069	102-500731/90077028 074-500589/90077028	46,089
Public Health Emergency Preparedness	93.069	102-500731/90077410	31,089
Public Health Emergency Preparedness	93.069	102-500731/90036000 102-500731/90004100	<u>4,082</u>
Total AL 93.069			81,260
Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	102-500731/90036000 102-500731/90004100	1,943
Immunization Cooperative Agreements	93.268	102-500731/90023010	12,728
Immunization Cooperative Agreements	93.268	102-500731/90023205	<u>31,463</u>
Total AL 93.268			44,191
COVID-19 Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	102-500731/90027027	22,585

The accompanying notes are an integral part of this schedule.

## GREATER SEACOAST COMMUNITY HEALTH

## Schedule of Expenditures of Federal Awards (Concluded)

Year Ended December 31, 2021

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Assistance Listing Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>
Promoting Safe and Stable Families	93.556	102-500734/42107306	14,122
Temporary Assistance for Needy Families	93.558	502-500891/45030206	116,599
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-500734/42106802	2,870
Social Services Block Grant	93.667	102-500731/93017858	14,706
Social Services Block Grant	93.667	102-500734/42106603	48,672
Total AL 93.667			63,378
National Bioterrorism Hospital Preparedness Program	93.889	102-500731/90077700 074-500589/90077700	12,822
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92057502	59,554
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92057504	29,592
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/92058506	26,036
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500585/90001022	15,642
Total AL 93.959			130,824
Preventive Health and Health Services Block Grant	93.991	102-500731/92057502 074-500585/92057502	16,126
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080400	60,437
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90004009	11,013
Total AL 93.994			71,450
Total U.S. Department of Health and Human Services			6,480,289
<u>U. S. Department of Agriculture</u>			
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
<i>Special Supplemental Nutrition Program for Women, Infants, and Children</i>			
	10.557	102-500734	489,481
<u>U.S. Department of Housing and Urban Development</u>			
<u>Pass-Through</u>			
<i>City of Portsmouth New Hampshire</i>			
<i>Community Development Block Grants/Entitlement Grants</i>			
	14.218	n/a	10,125
<u>U.S. Federal Communications Commission</u>			
<u>Pass-Through</u>			
<i>Community Health Access Network</i>			
<i>COVID-19 Telehealth Program</i>			
	32.006	n/a	41,597
<u>U.S. Department of Homeland Security</u>			
<u>Pass-Through</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
<i>COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)</i>			
	97.036	102-500731/95010690 103-502507/95010690	174,253
Total Federal Awards, All Programs			<u>\$ 7,195,745</u>

The accompanying notes are an integral part of this schedule.

**GREATER SEACOAST COMMUNITY HEALTH**

**Notes to Schedule of Expenditures of Federal Awards**

**Year Ended December 31, 2021**

**1. Summary of Significant Accounting Policies**

Expenditures reported on the schedule of expenditures of federal awards (the Schedule) are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**2. De Minimis Indirect Cost Rate**

Greater Seacoast Community Health (the Organization) has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

**3. Basis of Presentation**

The Schedule includes the federal grant activity of the Organization. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.



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

Board of Directors  
Greater Seacoast Community Health

We have audited, in accordance with U.S. generally accepted auditing standards 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 Greater Seacoast Community Health (the Organization), which comprise the balance sheet as of December 31, 2021, and the related statements of operations, changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 23, 2022.

**Report on Internal Control over Financial Reporting**

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

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the 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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Directors  
Greater Seacoast Community Health

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Organization'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 financial statements. 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.

*Berry Dawn McNeil & Parker, LLC*

Portland, Maine  
May 23, 2022



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
Greater Seacoast Community Health

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

***Opinion on the Major Federal Program***

We have audited Greater Seacoast Community Health's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended December 31, 2021. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2021.

***Basis for Opinion on the Major Federal Program***

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Board of Directors  
Greater Seacoast Community Health

### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### ***Other Matters***

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2021-001. Our opinion on the major federal program is not modified with respect to this matter.

*Government Auditing Standards* requires the auditor to perform limited procedures on the Organization's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Board of Directors  
Greater Seacoast Community Health

### Report on 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 a 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 Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
May 23, 2022

**GREATER SEACOAST COMMUNITY HEALTH**

**Schedule of Findings and Questioned Costs**

**Year Ended December 31, 2021**

**Section 1. Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?  Yes  No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?  Yes  None reported

Noncompliance material to financial statements noted?  Yes  No

**Federal Awards**

Internal control over major programs:

Material weakness(es) identified:  Yes  No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?  Yes  None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?  Yes  No

Identification of major programs:

Assistance Listing Number      Name of Federal Program or Cluster

Health Center Program Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee?  Yes  No

**Section 2. Financial Statement Findings**

None

**GREATER SEACOAST COMMUNITY HEALTH**

**Schedule of Findings and Questioned Costs (Continued)**

**Year Ended December 31, 2021**

**Section 3. Federal Award Findings and Questioned Costs**

**Finding Number:** 2021-001

**Finding Type:** Compliance - Special Tests and Provisions

**Information on the Federal Program:**

Program Name: Health Center Program Cluster (AL numbers 93.224 and 93.527)  
Grant Award: 5 H80CS04210-16 from May 1, 2020 through April 30, 2021 and 5 H80CS04210-17 from May 1, 2021 through April 30, 2022  
Agency: U.S. Department of Health and Human Services, Health Resources and Services Administration  
Pass-Through Entity: N/A

**Criteria:** In accordance with Section 330(k)(3)(G) of the PHS Act (42 U.S. Code § 254b), as an FQHC, the Organization must have a sliding fee discount program in which the Organization's fee schedule is discounted based on a patient's ability to pay.

**Condition Found and Context:**

The Organization has not applied sliding fee discounts to patient charges consistent with its sliding fee discount program. Through testing a statistically valid sample of transactions for the appropriate application of the Organization's sliding fee discount program to 25 individual patient balances, we noted the sliding fee discount applied was not consistent with the Organization's sliding fee discount policy for two dental patients. One patient qualified for a Category 2 discount based on income and family size but was awarded a Category 1 discount, which resulted in the patient paying \$82 less than required under the program. One patient had dental service which included an outside lab fee, which is not subject to discount, and received an incorrect discount due to a system error with the calculation of the lab fee resulting in the patient paying \$55 less than required under the program.

**Cause and Effect:**

The Organization has a complex dental sliding fee discount schedule which includes flat fee amounts for Category 1 patients and percentage discounts for the other discount categories as well as excluded outside lab fees. As a result of this complexity, the Organization has implemented monthly monitoring procedures which include the sampling of discounts provided to ensure the discounts were applied to patient accounts appropriately. The volume of discounts provided to patients annually does not allow for 100% review of all patient discounts and the inherent nature of sampling will not result in all errors will be identified and corrected. As a result, it is possible the Organization may not apply sliding fee discounts to patient charges consistent with its sliding fee discount program.

**GREATER SEACOAST COMMUNITY HEALTH**  
**Schedule of Findings and Questioned Costs (Concluded)**  
**Year Ended December 31, 2021**

**Section 3. Federal Award Findings and Questioned Costs (Concluded)**

Finding Number: 2021-001 (Concluded)

Questioned Costs: None

Repeat Finding: No

Recommendation: We recommend management review the complexity of the Organization's dental sliding fee discount schedule and consider whether modifications to the scale would better allow the billing system to correctly apply sliding fee discounts to dental patients without the need for staff correction. We also recommend management consider increasing the number of dental transactions reviewed as part of the Organization's internal monitoring procedures.

Views of a Responsible  
Official and Corrective  
Action Plan:

Management agrees with the finding and will review the dental sliding fee discount schedule and internal monitoring procedures for opportunities for improvement to increase compliance with the program requirements.

## GREATER SEACOAST COMMUNITY HEALTH

**Goodwin** **Families** **Lilac City**  
Community Health First Pediatrics

Board of Directors  
Calendar Year 2022

<b>Name/Address</b>	<b>Phone/Email</b>	<b>Occupation</b>
<b>Chair</b> Jennifer Glidden		USDA Program Specialist <b>Consumer</b>
<b>Vice Chair</b> Dennis Veilleux		Accounting Manager
<b>Board Treasurer</b> Jim Sepanski		Financial Executive
<b>Board Secretary</b> Don Chick		Photographer <b>Consumer</b>
Laura Belsky		Retired Nurse <b>Special Population</b>
Jody Hoffer Gittell		Professor <b>Consumer</b>
Valerie Goodwin		Retired Business <b>Consumer</b>
Abigail Sykas Karoutas		Attorney <b>Consumer</b>
Allison Neal		Education Consultant <b>Consumer</b>
Christine Perkins		CPA
Yulia Rothenberg		Education Consultant <b>Consumer</b>
Kathy Scheu		Medical/Laboratory Product Sales
Jeffrey Segil, MD		Physician-OB/GYN
David B. Staples, DDS		Dentist <b>Consumer</b>

**Erin E. Ross**

**Objective**

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

**Qualifications**

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

**Education**

September 1998 – May 2002

**Bachelor of Science in Health Management & Policy**  
University of New Hampshire  
Durham, New Hampshire 03824

**Related Experience**

July 2011 – Present

**Chief Financial Officer**  
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2006 – June 2011

**Service Expansion Director**  
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006

**Site Manager, Dover Location & Front Office Manager**  
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010

**Dental Coordinator**  
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.

- Coordinate grant fund requirements to multiple agencies on a quarterly basis.
- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

**Administrative Assistant to Medical Director**

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

**Billing Associate**

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

**Billing Associate**

Automated Medical Systems

Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

## Work Experience

October 1998 – May 2002

**Building Manager**

Memorial Union Building – UNH

Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

## References

Available upon request

**JANET M. LAATSCH**

**Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.**

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**WORK EXPERIENCE:**

**Greater Seacoast Community Health, 2018-Present**  
**Somersworth, Portsmouth, Rochester, NH**  
**Chief Executive Officer**

**Accomplishments:**

- Successful merger of two FQHC's and one private practice in 2018
- Secured a new location for Portsmouth by 6/30/21
- Improved sustainability of the Portsmouth and Rochester locations
- Increased retention rate to 98% in 2019 and 2020

**Goodwin Community Health (GCH) 2005-2018**  
**Somersworth, NH**  
**Chief Executive Officer**

**Accomplishments:**

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over \$7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

**Responsibilities:**

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

**Finance Director 2002-2005**

**Accomplishments:**

- Brought in over \$3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program

- Achieved a financial surplus annually
- Responsibilities:**
- Responsible for all financial transactions, billing, collections, patient accounts
  - Strategic planning as it relates to capital funding
  - Budget development, cost/benefit analysis of existing programs and potential new programs
  - Development and implementation of an annual development plan
  - Research, write, submit and provide follow-up reports for grant funds
  - Oversee human resource functions of the organization

**Grant Writer/Per Diem Nurse** **2001-2002**

**Grant Writing Services,  
N. Hampton, NH  
Sole Proprietor**

**1999-2001**

**Accomplishments:**

- Successfully researched and submitted grants for health and educational organizations totaling over \$150k

**Responsibilities:**

- Research private, industry, state and federal funds for non-profit organizations

**North Shore Medical Center (Partners Health Care)  
Salem, MA**

**1991-1999**

**Acting Chief Operations Officer for the  
North Shore Community Health Center**

**1997-1999**

**Accomplishments:**

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

**Responsibilities:**

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

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**EDUCATION:**

<b>University of New Hampshire:</b>	M.B.A.	
Durham, N.H.	Concentration in Finance	<b>1991</b>
<b>Northern Michigan University:</b>	B.S.N.	
Marquette, M.I.	Minor in Biology	<b>1981</b>

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**LICENSES/CERTIFICATES:**

Real Estate Broker  
N.H. Nursing License

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**PROFESIONAL:**

Member of the National Association of Community Health Centers.  
Previous Board member of the United Way of the Greater Seacoast  
Treasurer for the Health and Safety Council of Strafford County  
Board member of the Community Health Network Access (CHAN)  
Board member of the Rochester Rotary, slotted for President in 2011

## Riona A. Corr

[REDACTED]

[REDACTED]

### EDUCATION

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*Bachelor of Science in Nutrition and Dietetics, Minor in Science*

**Marywood University**, College of Health and Human Services, Scranton, PA (May 2010)

*Masters of Science in Nutrition and Health Promotion, Certification in Sports Nutrition*

**Simmons College**, School of Nursing and Health Sciences, Boston, MA (not completed; postponed)

### WORK EXPERIENCE

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*Director of WIC Services, Strafford and Carroll Counties, NH (June 2016-Present)*

**Greater Seacoast Community Health**

**d.b.a. Goodwin Community Health Center**

- Responsible for WIC, BFPC and CSFP grants at Goodwin Community Health Center servicing Strafford and Carroll Counties, through NH DHHS and the daily operations of each grant including clinic coordination
- Responsible for staffing and performance evaluations, budgeting, workplans, outreach, operations and functions of each grant listed above
- Responsible for grant writing for additional funding in WIC and CSFP/SFMNP
- Responsible for Primary Care Nutritionist at GCH
- Responsible for all computer and non computer inventory purchased from WIC /BFPC/CSFP funding and MIS System usage including but not limited to computer maintenance, daily functions, wireless connections and client services.
- Member of Safety Committee and Strafford County Public Health Network workgroups at GCH
- Integral part of leadership team at GCH
- Integral part of community networks in Strafford and Carroll counties

*Supervisor and Nutrition Coordinator*

**Goodwin Community Health, WIC Program, Somersworth, NH (October 2012-June 2016)**

- Responsible for the daily operation of WIC and CSFP Programs at Goodwin.
- Assist in the hiring, termination and training and workflows of WIC and CSFP staff
- Develop the WIC/CSFP work plan and program measures and reporting on workplan.
- Responsible for scheduling and clinic locations of WIC/CSFP
- Responsible for WIC and CSFP IT equipment and maintaining logs, trainings, updates and reporting.
- Responsible for WIC /CSFP inventory and equipment
- Maintain WIC computer hardware and software.
- Attend WIC Nutritionists' meetings at State Agency and schedule and coordinate GCH Nutritionist meetings
- Attend GCH management meetings and trainings
- Member of Safety Committee, Continuous Quality Improvement Committee and Farmers Market Committee
- Provide referral information for applicants to local agencies regarding housing, food availability and healthcare
- Provide In-services to local hospitals and doctors offices regarding WIC and infant formula
- Perform clinic procedures as necessary breastfeeding counseling, nutrition counseling, anthropometric data collection, hematological data collection, immunization screening, food instrument
- Plan and execute department meetings, events, nutrition in-services, trainings and coordination of grants between departments
- Local agency state newsletter and entering information to marketing department as needed for department updates.
- Responsible for staff annual evaluations
- Oversee and supervise Primary Care Nutritionist
- Oversee and supervise PreNatal OBGYN nutritionist

*Clinic Nutritionist*

**Southern New Hampshire Services, INC., WIC Clinic, Manchester, NH (November 2010-October 2012)**

- Complete nutrition assessment for participants by determining certification reason based on risk
- Provide nutrition counseling and education for clients
- Collect hematological and anthropometric data for each participant
- Provide customer services in the appropriate area for each participant
- Refer clients to appropriate community and state programs
- Communicate effectively with Lead Nutritionist and Nutrition Coordinator

*Volleyball Coach*

- Varsity Co-coach for 2014-2016 season
  - Coach/teach and demonstrate volleyball for all participating levels
  - Prepare off-season open gyms and clinics
  - Organize "Dig Pink" donation night for breast cancer awareness
- Varsity Assistant Coach for 2013 Season

**Great Bay Volleyball Association, Rochester, NH (December 2010-December 2015)**

- Coach/teach and demonstrate volleyball for 18 and under age groups

**FIELD EXPERIENCE**

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*Projects*

**eWIC Pilot Location Project, Department of Health and Human Services, Concord NH (2016-2018)**

- Helped transition WIC benefits to electronic benefit transfer cards and reduce amount of paper issued at clinics at the pilot location at GCH.
- Wrote a press release for the Pilot Location
- Created Event for participants in the pilot location
- Set up education station including educational video for participants.
- Rolled out Project to estimated 1900 participants in Strafford and Carroll Counties in NH.

**LEAN Project, Department of Health and Human Services, Concord NH (October-November 2014)**

- Local Agency representative for LEAN Project regarding DHHS State Agency WIC Program Management Evaluation Process with Local Agencies

**Public Health Quality Improvement Project, Department of Health and Human Services, Concord NH (2012)**

- Local Agency Representative for QI project regarding Diabetes Mellitus follow up/ work flow in the WIC Program
- Attended Public Health QI 101 Training
- Created Value stream map of process in local agency
- Developed training process for local agency staff and follow up procedures/workflow

*Events*

**Fit Fair, Goodwin Community Health July 2014**

- Hosted fit fair to promote exercise for public and WIC participants for over 150 people on GCH campus
- Set up 15 stations of "activities" for families and children to be active
- Received donations of food and water items for event
- Ruffled gifts to participants at event
- Promoted GCH and WIC at event, included local health agencies and had sign up table available for agencies

**Childrens Literacy Foundation (CLiF), Goodwin Community Health (December 2013, July 2015, October 2016, June 2018)**

- Wrote and received a \$2,000 grant through Childrens literacy foundation
- Organized Reading event for WIC children and families in the public
- Reached out to local businesses for donations and raffle prizes
- Organized event ranging from 35-150 families
- Created giveaways for each child and a presentation about importance of reading to children

*Group Counseling*

**Empowering Whole Health, Somersworth NH (April 2014-July 2014)**

- Facilitated group nutrition counseling for GCH grant
- Offered healthy Snack with nutrition information and answered questions regarding nutrition/ diabetes

**AIM-HI, Goodwin Community Health, Somersworth, NH (March 20, 2013)**

- Facilitated group nutrition counseling for AIM-HI Group medical visit grant
- Counseled 11-16 attendees at a time regarding chronic disease support, intervention, goal planning and recipes
- Used motivational interviewing and metaphor pictures for probing techniques
- Provided and created a low glycemic pasta salad and recipe for tasting

*Member/Representative*

**CHOICES, NH DHHS, Concord, NH (December 2016 -2018)**

- Member of NH childhood obesity intervention cost effectiveness study (CHOICES) in NH
- Work with NH Choices team, Association of State and Territorial Health Officials (ASTHO) and Harvard Prevention Research Center (HPRC) to promote and disseminate interventions across NH

**Carroll County Early Childhood Coalition (CECC), Conway, NH (August 2016-Current)**

- Member of coalition

Greater Boston and representatives of Carroll County to promote kindergarten readiness in the community

**Somersworth Early Childhood Coalition (SECC), Somersworth, NH (March 2016- Current)**

- Member of coalition and leadership work group
- Work with Spark NH, NH Listens, United Way of Greater Boston and representatives of Somersworth to promote kindergarten readiness in the Somersworth community

**Head Start Health Advisory Board, Strafford and Carroll County (November 2012-Current)**

- Member of the Health Advisory Board for both counties

**Head Start Policy Council, Strafford County (November 2012-August 2015)**

- Community Representative

**Healthy Families Program Advisory Board (April 2013)**

- Representative and member
- Aided in recruitment for home visiting program

**VOLUNTEER EXPERIENCE**

**Somersworth Ready Together Coalition, Early Education Promotion and Kindergarten Readiness (March 2016-Current)**

- Leadership Committee Member, Coalition Member and Event Member
- Active member working with municipalities, school board and school teachers and consumers to increase scores of PALS testing in kindergarteners in SAU56.

**Lead Exposure Action Committee, (January 2019- Current)**

- Member of community of Action for Lead Safety Statewide in NH, focusing in Somersworth NH
- Goal of Committee is to create a preventative solution with NH Listens to decrease lead exposure and positive lead blood draws in Somersworth NH, working with municipalities, The city of Somersworth, SAU 56 landlords and local agencies.

**CERTIFICATIONS, CONTINUING EDUCATION & ACQUIRED SKILLS**

*Certification:*

**Hemocue** (annually)

**Lead-Care II** (annually)

**CDC, Using WHO growth charts in the United States among children birth to 2 years** (June 2012)

**IMPACT Certified** (Jan 2011)

**Nonviolent Crisis Intervention** (Jan 2011)

**Loving Support through Peer Counseling** (Nov 2010)

*Continuing Education/ Trainings:*

**National WIC Association Conferences**, (annually nationwide since 2013- Present)

**Customer Service Excellence** (November 2015)

**Civil Rights in FNS, USDA** (October 2015-2017)

**Maternal Child Health**, University of Tennessee (2013,2014,2015)

**VENA Webinar, Connection Information** (September 2014)

**Management Leadership Training Series** (May 2014)

**NH Infant Safe Sleep Symposium** (October 2013)

**Career and Business Coaching** (February-March 2013)

**Public Health Quality Improvement 101**, (February 2013)

**Motivational Interviewing in Health Care**, (December 2011)

**DHHS Substance Abuse Conference**, "Helping Professionals to Help Families around Tobacco, Alcohol and Other Drug Use", (October 2011)

**New Hampshire Breastfeeding Task Force Conference**, (June 2013, May 2012, May 2011)

**American Dietetic Association, FNCE- Denver, CO** (Nov 2009)

*Skills:*

**Computer skills:** Microsoft Office-Word, Excel Powerpoint, Publisher, etc

**EMR:** Citrix CHAN

**Data Entry:** SPSS version 7.0, Starline: Client Services

**Nutrition Programs:** Diet Analysis, the Nutrition Company FoodWorks, Geri Menu, Starline Client Services,

**Counseling skills:** GTHOM, Behavior Change Model, Motivational Interviewing, VENA, Loving Support through Peer Counseling, Service Excellence

**Greater Seacoast Community Health**

**Key Personnel**

Name	Job Title	Salary Amount Paid from this Contract
Janet Laatsch	CEO	\$0
Erin Ross	CFO	\$0
Riona Corr	WIC Director	\$76,960

33  
max

Lori A. Shibiñette  
Commissioner

Tricia M. Tilley  
Interim Director

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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

May 25, 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 amend existing contracts with the vendors listed below to continue to provide nutrition services through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Breastfeeding Peer Counseling Program to low income women, preschool age children, and infants, by exercising contract renewal options, by increasing the total price limitation by \$5,842,279 from \$11,923,603 to \$17,765,882 and extending the completion dates from June 30, 2021 to June 30, 2023, effective upon Governor and Council approval. 100% Federal funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program of Belknap and Merrimack Counties, Inc.	177203-B003	\$3,157,440	\$1,549,472	\$4,706,912	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27) A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G
Greater Seacoast Community Health	154703-B001	\$1,984,546	\$969,988	\$2,954,534	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3:06/05/19 (Item #27) A4:07/10/20 Governor Approved 08/05/20 G&C Info Item G
Southern New Hampshire Services, Inc.	177198-B006	\$5,438,192	\$2,678,360	\$8,116,552	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:06/05/19 (Item #27) A3:07/10/20 Governor Approved 08/05/20, G&C Info Item G
Southwestern Community Services, Inc.	177511-R001	\$1,343,425	\$644,459	\$1,987,884	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27) A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G
<b>Totals:</b>		<b>\$11,923,603</b>	<b>\$5,842,279</b>	<b>\$17,765,882</b>	

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

Funds are anticipated to be available in State Fiscal Years 2022 and 2023, 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 providing supplemental nutritious foods and public health nutrition services and breastfeeding education to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program is cost effective and improves the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in the WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates, and more regular sources of medical care. Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants per month.

Approximately 21,551 unique individuals will be served annually through June 30, 2023.

Community action programs and health centers serve as WIC vendors and conduct program eligibility, screening, enrollment, education, counseling and issuance of food benefits. These community-based WIC vendors ensure that participants receive benefits to purchase items tailored to their specific nutritional needs. All program procedures and policies are supported through federal regulations 7 CFR 246 and state policy.

The Department will continue monitoring contract services by reviewing the following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase in the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase in the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase in the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase in the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase in the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants per month.

As referenced in Exhibit C-1, Revisions to Standard Contract Provisions, Paragraph 3 of the original contracts, the parties have the option to extend the agreements 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 the remaining two (2) of the two (2) years available.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Should the Governor and Executive Council not authorize this request, New Hampshire's most vulnerable low income pregnant women and preschool aged children will not have access to healthy foods and nutrition education for improved growth and development.

Area served: Statewide

Source of Funds: CFDA #10.557 FAIN #214NH703W1003

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

Respectfully submitted,

DocuSigned by:

Ann H. N. Landry

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for

Lori A. Shibinette  
Commissioner

**Women, Infant & Children Nutrition Program (WIC) and  
Breastfeeding Peer Counseling Services (BFPC)  
RFP-2018-DPHS-11-SPECI-01-A04  
Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003  
05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$691,533	\$0	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$45,968	\$0	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
2022	074-500589	Grants for Pub Asst & Rel	90006003		\$685,233	

2022	074-500589	Grants for Pub Asst & Rel	90006041		\$52,773	
2022	074-500589	Grants for Pub Asst & Rel	90006022		\$36,730	
2023	074-500589	Grants for Pub Asst & Rel	90006003		\$685,233	
2023	074-500589	Grants for Pub Asst & Rel	90006041		\$52,773	
2023	074-500589	Grants for Pub Asst & Rel	90006022		\$36,730	
			<i>Subtotals:</i>	\$3,141,440	\$1,549,472	\$4,690,912

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			<i>Subtotals:</i>	\$16,000	\$0	\$16,000
			<b>Totals:</b>	\$3,157,440	\$1,549,472	\$4,706,912

Greater Seacoast Community Health - Vendor Code: 154703-B001

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086

2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$437,270	\$0	\$437,270
2021	102-500734	Contracts for Program Services	90006022	\$27,925	\$0	\$27,925
2021	102-500734	Contracts for Program Services	90006022	\$31,179	\$0	\$27,925
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$428,770	\$428,770
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$32,679	\$32,679
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$23,545	\$23,545
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$428,770	\$428,770
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$32,679	\$32,679
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$23,545	\$23,545
			<i>Subtotals:</i>	\$1,974,846	\$969,988	\$2,944,834

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			<i>Subtotals:</i>	\$9,700	\$0	\$9,700
			<b>Totals:</b>	<b>\$1,984,546</b>	<b>\$969,988</b>	<b>\$2,954,534</b>

Southern New Hampshire Services - Vendor Code: 177198-B006

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
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2018	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,191
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643
2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,199,962	\$0	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$66,793	\$0	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$1,182,462	\$1,182,462
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$97,789	\$97,789
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$58,929	\$58,929
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$1,182,462	\$1,182,462
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$97,789	\$97,789
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$58,929	\$58,929
			Subtotals:	\$5,407,792	\$2,678,360	\$8,086,152

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS;  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<i>Subtotals:</i>	\$30,400	\$0	\$30,400
			<b>Totals:</b>	<b>\$5,438,192</b>	<b>\$2,678,360</b>	<b>\$8,116,552</b>

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Services	90006051	\$5,523	\$0	\$5,523
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	\$31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$287,425	\$0	\$287,425

2021	102-500734	Contracts for Program Services	90006022	\$18,856	\$0	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$28,466	\$0	\$28,466
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$280,775	\$280,775
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$24,866	\$27,366
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$15,338	\$15,338
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$280,775	\$280,775
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$27,366	\$27,366
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$15,338	\$15,338
			<i>Subtotals:</i>	\$1,314,447	\$644,459	\$1,958,906

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals:</i>	\$6,978	\$0	\$6,978

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals:</i>	\$22,000	\$0	\$22,000
			<b>Totals:</b>	\$1,343,425	\$644,459	\$1,987,884

			<b>GRAND TOTALS:</b>	\$11,923,603	\$5,842,279	\$17,765,882
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #5**

This Amendment to the WIC and Breastfeeding Peer Counseling Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Greater Seacoast Community Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (item #45), as amended on June 6, 2018 (item #14); April 17, 2019 (item #23); June 5, 2019 (item #27), and as approved by the Governor on July 10, 2020, as presented to the informational item on August 5, 2020 (item #G) 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 General Provisions Paragraph 3, 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 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:  
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,954,534.
3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.16 to read:  
2.2.16 The Contractor shall conduct annual civil rights, customer service and conflict resolution training for all staff and maintain attendance records in accordance with federal regulations.
4. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.19 to read:  
2.2.19 The Contractor shall ensure all staff participate in annual training provided by the NH Tobacco Prevention and Cessation Program. WIC CPAs document participant tobacco use, educate on quitline services and refer those willing to try to quit at all certification visits.
5. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.26 to read:  
2.2.26 The Contractor shall take reasonable steps to provide meaningful access to WIC recipient programs and activities for all persons with limited English proficiency. Local agencies shall use qualified, competent language resources, such as but not limited to interpretation services and American Sign Language.
6. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.27 to read:  
2.2.27 The Contractor shall include language on their WIC webpage that provides sufficient notice and how to request free language assistance services for individuals with LEP, such as free auxiliary aids and services and other reasonable modifications for individuals with disabilities.

Greater Seacoast Community Health

Amendment #5

Contractor Initials

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- 7. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.28 to read:  
 2.2.28 The Contractor shall offer a respect and civility in the workplace training for all staff during each contract period.
- 8. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Workplan Schedule to delete and replace in its entirety with the following:

**Table 1**

WORKPLAN	DUE DATE
SFY 2022 Workplan	July 30, 2021
SFY 2022 Mid-Year Report	January 30, 2022
SFY 2022 End of Year Report	June 30, 2022
SFY 2023 Workplan	July 30, 2022
SFY 2023 Mid-year Report	January 30, 2023
SFY 2023 End of Year Report	June 30, 2023

- 9. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:  
 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-8 Budget – Amendment #5, SFY 2023 BFPC Services.
- 10. Add Exhibit B-5 Amendment #5, SFY 2022 WIC Services Budget, which is attached hereto and incorporated by reference herein.
- 11. Add Exhibit B-6 Amendment #5, SFY 2022 BFPC Services Budget, which is attached hereto and incorporated by reference herein.
- 12. Add Exhibit B-7 Amendment #5, SFY 2023 WIC Services Budget, which is attached hereto and incorporated by reference herein.
- 13. Add Exhibit B-8 Amendment #5, SFY 2023 BFPC Services Budget, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not modified by this Amendment #5 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

5/19/2021

Date

DocuSigned by:  
*Patricia M. Tilley*  
348FB38F5BF04C8  
Name: Patricia M. Tilley  
Title: Interim Director

Greater Seacoast Community Health

5/18/2021

Date

DocuSigned by:  
*Janet Laatsch*  
487E178003E74E0  
Name: Janet Laatsch  
Title: CEO



**Exhibit B-5 Amendment #5**

**BUDGET FORM**

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

**Bidder Name:** Greater Seacoast Community Health

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 338,000.00	\$ -	\$ 338,000.00	
2. Employee Benefits	\$ 63,819.00	\$ -	\$ 63,819.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 2,000.00	\$ -	\$ 2,000.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	
Office	\$ 2,340.00	\$ -	\$ 2,340.00	
6. Travel	\$ 3,500.00	\$ -	\$ 3,500.00	
7. Occupancy	\$ 33,000.00	\$ -	\$ 33,000.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 7,140.00	\$ -	\$ 7,140.00	
Postage	\$ 900.00	\$ -	\$ 900.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 500.00	\$ -	\$ 500.00	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
NWA Conference support	\$ 2,000.00	\$ -	\$ 2,000.00	
Teletask	\$ 1,500.00	\$ -	\$ 1,500.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 461,449.00</b>	<b>\$ -</b>	<b>\$ 461,449.00</b>	

Indirect As A Percent of Direct

0.0%

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K

Contractor Initials

Exhibit B-6 Amendment #5

BUDGET FORM				
New Hampshire Department of Health and Human Services				
Bidder Name: <u>Greater Seacoast Community Health</u>				
Budget Request for: <u>Breastfeeding Peer Counselor Program</u> <i>(Name of RFP)</i>				
Budget Period: <u>July 1, 2021- June 30, 2022</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 19,788.60	\$ -	\$ 19,788.60	
2. Employee Benefits	\$ 3,756.40	\$ -	\$ 3,756.40	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 23,545.00</b>	<b>\$ -</b>	<b>\$ 23,545.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials N

Exhibit B-7 Amendment #5

BUDGET FORM				
New Hampshire Department of Health and Human Services				
Bidder Name: <u>Greater Seacoast Community Health</u>				
Budget Request for: <u>WIC Program</u> <small>(Name of RFP)</small>				
Budget Period: <u>July 1, 2022- June 30, 2023</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 348,140.00	\$ -	\$ 348,140.00	
2. Employee Benefits	\$ 66,119.00	\$ -	\$ 66,119.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	
Office	\$ 2,340.00	\$ -	\$ 2,340.00	
6. Travel	\$ 3,500.00	\$ -	\$ 3,500.00	
7. Occupancy	\$ 30,600.00	\$ -	\$ 30,600.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 500.00	\$ -	\$ 500.00	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
NWA Conference support	\$ 2,000.00	\$ -	\$ 2,000.00	
Telotask	\$ 1,500.00	\$ -	\$ 1,500.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 461,449.00</b>	<b>\$ -</b>	<b>\$ 461,449.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials       

Date   5/18/2021

**Exhibit B-8 Amendment #5**

**BUDGET FORM**

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

**Bidder Name:** Greater Seacoast Community Health

**Budget Request for:** Breastfeeding Peer Counselor Program  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 19,392.83	\$ -	\$ 19,392.83	
2. Employee Benefits	\$ 4,152.17	\$ -	\$ 4,152.17	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 23,545.00</b>	<b>\$ -</b>	<b>\$ 23,545.00</b>	

Indirect As A Percent of Direct

0.0%



Contractor Initials

G mac



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

Lori A. Shiblette  
 Commissioner

Lisa M. Morris  
 Director

29 HAZEN DRIVE, CONCORD, NH 03301  
 603-271-4501 1-800-852-3345 Ext. 4501  
 Fax: 603-271-4817 TDD Access: 1-800-735-2964  
 www.dhhs.nh.gov

July 13, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services to amend existing contracts with the vendors listed below for the Women, Infants and Children (WIC) Special Supplemental Nutrition Program and Breastfeeding Peer Counseling Program services to low-income women and children, by increasing the total price limitation by \$68,950 from \$11,854,653 to \$11,923,603 with no change to the contract completion dates of June 30, 2021, effective July 1, 2020, or upon Governor approval, whichever is later. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap-Merrimack Counties, Inc.	177203-B003	Concord, NH	\$3,141,902	\$15,538	\$3,157,440	O: 06/21/17 (Item #45) A1: 08/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 08/05/19 (Item #27)
Greater Seacoast Community Health	154703-B001	Somersworth, NH	\$1,971,666	\$12,880	\$1,984,546	O: 06/21/17 (Item #45) A1: 06/08/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/05/19 (Item #27)
Southern New Hampshire Services, Inc.	177198-B006	Manchester, NH	\$5,412,828	\$25,364	\$5,438,192	O: 06/21/17 (Item #45) A1: 08/06/18 (Item #14) A2: 08/05/19 (Item #27)

Southwestern Community Services, Inc.	177511- R001	Keene, NH	\$1,328,257	\$15,188	\$1,343,425	O: 06/21/17 (Item #45) A1: 08/08/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/06/19 (Item #27)
<b>Totals:</b>			<b>\$11,854,653</b>	<b>\$68,650</b>	<b>\$11,923,603</b>	

Funds are available in State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation, if needed and justified.

See attached fiscal details.

**EXPLANATION**

The purpose of these amendments is to increase funding to support supplemental nutritious foods, public health nutrition, and breastfeeding services to pregnant women, postpartum women, infants, and preschool children up to five (5) years of age statewide who are at or below 185% Federal Poverty Level. The support would continue during the COVID-19 pandemic and thereafter as nutrition service operations change in the Women, Infants, and Children clinics.

The Women, Infants and Children program is effective in improving the health outcomes of pregnant women, new mothers, and children. Families redeem their Women, Infants and Children benefits through the purchase of healthy foods at local authorized retailers. Women, infants, and children who participate in the program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates, and a more regular source of medical care. The program is cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Services are provided to an estimated 15,108 participants each month. It is anticipated that the Women, Infants and Children program will serve a greater number of families during State Fiscal Year 2021 due to the changes in the economy as a result of the COVID-19 pandemic.

Additional funding for each of the local agencies' Women, Infant and Children programs is for the purchase or procurement of new technology, new computer equipment, and additional office supplies to support the implementation of innovative telehealth practices which are necessary to serve the agencies' assigned caseload and to continue the procedures established during the COVID-19 pandemic.

The Department will monitor contracted services quarterly using the following performance measures:

- Increase in the percentage of prenatal clients enrolled in the Women, Infants and Children program by the third (3<sup>rd</sup>) month of pregnancy.
- Increase in the percentage (%) of children three (3) and four (4) years of age who continue enrollment in the Women, Infants and Children program until their fifth (5<sup>th</sup>) birthday.
- Increase in the percentage of infants who are breastfed to six (6) months of age.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

- Increase in the number of Women, Infants and Children program clinics that utilize innovative strategies to increase access to Women, Infants and Children program services, retention of participants and improve client satisfaction.
- Increase in the percentage of the caseload served (currently 15,108 participants in New Hampshire) to ninety-five to one-hundred-five percent (95-105%) of the assigned caseload.
- Increase in the access to women, infants, and children as a result of federal waivers approved during the COVID-19 pandemic.

Area served: Statewide

Sources of Funds: CFDA #10.557, FAIN 184NH703W1003; CFDA #10.578, FAINs 174NH781W5413 and 204NH703W1003; and CFDA #10.557, FAIN 184NH743W5003.

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

Respectfully submitted,

  
Lon A. Shibinette  
Commissioner

**Women, Infant & Children (WIC) and Breastfeeding Peer Counseling Services  
RFP-2018-DPHS-11-SPECI-01-A04  
Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$685,233	\$6,300	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$36,730	\$9,238	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
			<i>Subtotals:</i>	\$3,125,902	\$15,538	\$3,141,440

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
 SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			Subtotals:	\$16,000	\$0	\$16,000
			Totals:	\$3,141,902	\$16,538	3,157,440

Greater Seacoast Community Health - Vendor Code: 154703-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
 SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$428,770	\$8,500	\$437,270

2021	102-500734	Contracts for Program Services	90006022	\$23,545	\$4,380	\$27,925
2021	102-500734	Contracts for Program Services	90006041	\$31,179	\$0	\$31,179
			Subtotals:	\$1,961,966	\$12,880	\$1,974,846

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			Subtotals:	\$9,700	\$0	\$9,700
			Totals:	\$1,971,666	\$12,880	\$1,984,546

Southern New Hampshire Services - Vendor Code: 177198-B006

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,191
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643

2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$17,500	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$58,929	\$7,864	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
			<b>Subtotals:</b>	<b>\$5,382,428</b>	<b>\$25,364</b>	<b>\$5,407,792</b>

05-96-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<b>Subtotals:</b>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>
			<b>Totals:</b>	<b>\$5,412,828</b>	<b>\$25,364</b>	<b>\$5,438,192</b>

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
<del>2018</del>	<del>102-500734</del>	<del>Contracts for Program Services</del>	<del>90006051</del>	<del>\$5,523</del>	<del>\$0</del>	<del>\$5,523</del>
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046

2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$280,775	\$6,650	\$287,425
2021	102-500734	Contracts for Program Services	90006022	\$15,338	\$3,518	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$23,466	\$5,000	\$28,466
			<i>Subtotals:</i>	<i>\$1,299,279</i>	<i>\$15,168</i>	<i>\$1,314,447</i>

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals:</i>	<i>\$6,978</i>	<i>\$0</i>	<i>\$6,978</i>

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals:</i>	<i>\$22,000</i>	<i>\$0</i>	<i>\$22,000</i>
			<i>Totals:</i>	<i>\$1,328,257</i>	<i>\$15,168</i>	<i>\$1,343,425</i>

			<b>GRAND TOTALS:</b>	<b>\$11,854,653</b>	<b>\$68,950</b>	<b>\$11,923,603</b>
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**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC and Breastfeeding Peer Counseling Services Contract**

This 4<sup>th</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Seacoast Community Health (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract"), approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (item #14); April 17, 2019 (item #23); and June 5, 2019 (item #27), 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, 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 and increase the price limitation 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 1.8, Price Limitation, to read:  
\$1,984,546.
2. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.26, to read:  
2.2.26. The Contractor shall implement and provide ongoing WIC Program remote services.
3. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.27, to read:  
2.2.27. The Contractor shall purchase or procure computer equipment and supplies to implement WIC Program remote services, which includes:
  - 2.2.27.1. Computer laptops and/or tablets that:
    - 2.2.27.1.1. Meet the specifications of the New Hampshire WIC Management Information System and enhancements for Electronic Benefit Transfer;
    - 2.2.27.1.2. Wholly support Windows 10 and accompanying security updates; and
    - 2.2.27.1.3. Are operational no later than September 30, 2020;
  - 2.2.27.2. An SMS/texting notification system; and
  - 2.2.27.3. Mailing supplies.
4. Modify Exhibit A Scope of Services, Section 2. Statement of Work, Subsection 2.2. by adding Paragraph 2.2.28, to read:  
2.2.28. The Contractor shall enhance its Breastfeeding Peer Counselor Program community outreach and promotion services, in accordance with the USDA Loving Support Model and federal allowable costs, by providing services that include, but are not limited to:
  - 2.2.28.1. In-office breastfeeding education and support.

**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



- 2.2.28.2. Telephone support.
- 2.2.28.3. In-hospital support.
- 2.2.28.4. On-going training for peer counselors.
- 5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:
  - 1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants and Children; in providing services pursuant to Exhibit A, Scope of Services. The Contractor agrees to provide the services in Exhibit A, Scope of Services and Exhibit A-1, Scope of Services, in compliance with funding requirements.
- 6. Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:
  - 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 and Exhibit A-1, Scope of Services.
- 7. Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  - 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-4 Budget – Amendment #4, SFY 2021 BFPC Services.
- 8. Modify Exhibit B-3 Amendment #3, SFY 2021 WIC Budget, by replacing in its entirety with Exhibit B-3 Budget – Amendment #4, SFY 2021 WIC Services, which attached hereto and incorporated by reference herein.
- 9. Modify Exhibit B-4 Amendment #3, SFY 2021 BFPC Budget, by replacing in its entirety with Exhibit B-4 Budget – Amendment #4, SFY 2021 BFPC Services, which is attached hereto and incorporated by reference herein.

*[Handwritten Signature]*  
6-27-20

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



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 issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, July 1, 2021, whichever is later.

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

6/23/2020

Date

Lisa Morris

Name: Lisa Morris,  
Title: Director

Greater Seacoast Community Health

6-22-2020  
Date

Robert Landers  
Name: Robert Landers  
Title: CEO

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

06/26/20  
Date

Catherine Pinos  
Name:  
Title: 06/26/20

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04.

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

**Exhibit B-3 Budget - Amendment #4  
SFY 2021 WIC Services**

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

Bidder Name: Greater Seacoast Community Health

Budget Request for: WIC Service Provider - Strafford & Carroll County  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 345,500.00	\$ -	\$ 345,500.00	
2. Employee Benefits	\$ 48,949.00	\$ -	\$ 48,949.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 6,700.00	\$ -	\$ 6,700.00	laptops for remote work
5. Supplies:	\$ 7,000.00	\$ -	\$ 7,000.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 11,000.00	\$ -	\$ 11,000.00	
7. Occupancy	\$ 38,500.00	\$ -	\$ 38,500.00	
8. Current Expenses	\$ 4,550.00	\$ -	\$ 4,550.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	
Mobile Services (texting & cell phones)	\$ 4,000.00	\$ -	\$ 4,000.00	mobile services for both texting & cell phone access
NWA travel - SFY21	\$ 2,000.00	\$ -	\$ 2,000.00	
<b>TOTAL</b>	<b>\$ 468,449.00</b>	<b>\$ -</b>	<b>\$ 468,449.00</b>	

Indirect As A Percent of Direct

0.0%

**Exhibit B-4 Budget - Amendment #4  
SFY 2021 BFPC Services**

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

Bidder Name: Greater Seacoast Community Health

Budget Request for: Breastfeeding Peer Counseling Services  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 21,020.00	\$ -	\$ 21,020.00	
2. Employee Benefits	\$ 2,525.00	\$ -	\$ 2,525.00	
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):	\$ -	\$ -	\$ -	
Special Breastfeeding project	\$ 4,380.00	\$ -	\$ 4,380.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ <b>27,925.00</b>	\$ <b>-</b>	\$ <b>27,925.00</b>	

Indirect As A Percent of Direct

0.0%



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

MAY09'19 AM10:26 DAS

27 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

April 29, 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 exercise a renewal option to existing agreements identified in the table below to continue to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the aggregate price limitations by \$5,831,478 from \$6,023,175 to \$11,854,653, and extending the contract completion dates from June 30, 2019 to June 30, 2021, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget	G&C Approval Date
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,601,430	\$1,540,472	\$3,141,902	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$1,006,678	\$964,988	\$1,971,666	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$2,668,360	\$5,412,828	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14)
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$670,599	\$657,658	\$1,328,257	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
<b>Total:</b>			<b>\$6,023,175</b>	<b>\$5,831,478</b>	<b>\$11,854,653</b>	

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2020 and in State Fiscal Year 2021, with the authority to adjust 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 providing supplemental nutritious foods and public health nutrition and breastfeeding services to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This request, if approved, will exercise two (2) of the four (4) available years of renewal.

The WIC program supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC program through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

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 SFY 2020-2021 and SFY 2022-2023 biennia.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

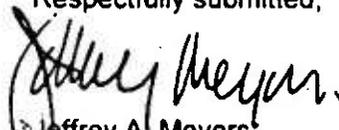
Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives, healthy nutrition education that could improve health outcomes, and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,

  
Jeffrey A. Meyers  
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			<b>Sub-Total</b>	<b>\$795,465</b>	<b>\$0</b>	<b>\$795,465</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			<b>Sub-Total</b>	<b>\$789,965</b>	<b>\$0</b>	<b>\$789,965</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$47,273	\$47,273

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

			<b>Sub-Total</b>	<b>\$0</b>	<b>\$769,236</b>	<b>\$769,236</b>
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<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2021	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$49,273	\$49,273
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$771,236</b>	<b>\$771,236</b>

**Goodwin Community Health**

**PO 1058084**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$498,164</b>	<b>\$0</b>	<b>\$498,164</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$29,179	\$29,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$481,494</b>	<b>\$481,494</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$31,179	\$31,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$483,494</b>	<b>\$483,494</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$58,929	\$58,929
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,333,180</b>	<b>\$1,333,180</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$60,929	\$60,929
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,335,180</b>	<b>\$1,335,180</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$331,849</b>	<b>\$0</b>	<b>\$331,849</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$23,966	\$23,966
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$320,079</b>	<b>\$320,079</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$23,466	\$23,466
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$319,579</b>	<b>\$319,579</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

		<b>Funding Source</b>	<b>Sub-Total</b>	<b>\$5,956,097</b>	<b>\$5,813,478</b>	<b>\$11,769,575</b>
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**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			<b>Sub-Total</b>	<b>\$16,000</b>	<b>\$0</b>	<b>\$16,000</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	9,700
			<b>Sub-Total</b>	<b>\$9,700</b>	<b>\$0</b>	<b>\$9,700</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			<b>Sub-Total</b>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			<b>Sub-Total</b>	<b>\$6,978</b>	<b>\$0</b>	<b>\$6,978</b>
		<b>Funding Source Total</b>		<b>\$63,078</b>	<b>\$0</b>	<b>\$63,078</b>

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Svc	90003396	\$0	\$18,000	\$18,000
2021	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$6,023,175</b>	<b>\$5,831,487</b>	<b>\$11,854,653</b>



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC and Breastfeeding Peer Counseling Services**

This 3<sup>rd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #3") dated this 15th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Seacoast Community Health (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), as amended on June 6, 2018 (Item #14) and on April 17, 2019 (Item #23), 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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
3. \$1,971,666.
4. Add Exhibit B-1 Amendment #3, SFY 2020 WIC Budget.
5. Add Exhibit B-2 Amendment #3, SFY 2020 BFPC Budget.
6. Add Exhibit B-3 Amendment #3, SFY 2021 WIC Budget.
7. Add Exhibit B-4 Amendment #3, SFY 2021 BFPC Budget.



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

4/29/19  
Date

*Lisa Morris*  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Greater Seacoast Community Health

4-22-19  
Date

*Janet Laubsch*  
Name: Janet Laubsch  
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 4-22-2019, 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.

*Simone R. Talbot*  
Signature of Notary Public or Justice of the Peace

Simone R. Talbot, Exec. Asst.  
Name and Title of Notary or Justice of the Peace

SIMONE R. TALBOT, Notary Public  
State of New Hampshire  
My Commission Expires: September 13, 2022



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2019  
Date

*Nancy J. Smith*  
Name: *Nancy J. Smith*  
Title: *Sr. Health Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

**Exhibit B-1 Amendment #3  
SFY 2020  
WIC Budget**

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

Budget/Program Name: Goodwin Community Health

Budget Request for: WIC Service Provider Carroll & Strafford County  
(Name of RFP)

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

Line Item	Contract Period			Fiscal Year			Total		
	2019	2020	2021	2019	2020	2021	2019	2020	2021
1. Total Subcontractors									
2. Contract Benefits									
3. Contingency									
4. Equipment									
Rental									
Repair and Maintenance									
Transportation									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
Occupancy									
7. Current Expenses									
Telephone									
Printing									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
8. Services									
Accounting/Consulting									
Staff Education and Training									
Subcontractor/Agreements									
Contract Purchases/MSL Services									
Mobile Internet Services									
Contract Period									
<b>TOTAL</b>									

Indirect As A Percent of Direct

0%



**Exhibit B-3 Amendment #3  
SFY 2021 WIC  
Budget**

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

Budget/Program Name: Goodwin Community Health  
 Budget Request for: WIC Service Provider Contract & Stafford County  
 (Name of RFP)  
 Budget Period: Contract Period: July 1, 2020- June 30, 2021

Line Number	Description	Direct (Indirect %)	Indirect %	Total Program Cost	Contractor Share	Match	Funded by DSH Contract Share	Other
1	Total Salaries/Wages			1,778.00			1,778.00	
2	Employee Benefits			1,077.66			1,077.66	
3	Consultants							
4	Equipment							
	Rental							
	Repairs and Maintenance							
	Purchase/Construction							
5	Supplies							
	Educational							
	Lab							
	Pharmacy							
	Medical							
	Office							
6	Travel							
7	Commodities							
8	Current Expenses							
	Telephones							
	Organic Support Goodwin Health							
	RF 19-2018-DPHS-11-BPEC							
	Aids and Legal							
	Insurance							
	Board Expenses							
9	Referrals							
10	Materials/Commodities							
11	Staff Education and Training							
12	Subcontractor/Agreements							
13	WIC Travel SFY 2021			2,000.00			2,000.00	2,000.00
	Mobile Internet Services							
	TOTAL			2,000.00			2,000.00	2,000.00
	Indirect As a Percent of Direct		9.0%					
	<b>TOTAL</b>			<b>2,000.00</b>		<b>1,315.44</b>	<b>431,949.00</b>	<b>431,949.00</b>

Contractor Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

Contractor's Initials: *FL*  
Date: *7-27-21*

**Exhibit B-4 Amendment #3  
SFY 2021 BFPC Budget**

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

Bidder/Program Name: Goodwin Community Health  
 Budget Request for: WIC Service Provider - Broadbanding Poor Counseling  
 (Name of RFP)  
 Budget Period: Contract Period: July 1, 2020- June 30, 2021

Line Item	Total Program Cost		Contractor/Service/Item		Contractor/Service/Item		Contractor/Service/Item	
	Incremental	Total	Incremental	Total	Incremental	Total	Incremental	Total
1. Total Expenditures								
2. Employee Benefits								
3. Consultants								
4. Equipment								
5. Supplies								
6. Travel								
7. Occupancy								
8. General Business								
9. Software								
10. Utilities								
11. Staff (Salaries and Training)								
12. Subcontract/Agreement								
13. Medical/Insurance Services								
14. Indirect Fund								
<b>TOTAL</b>								

Indirect As A Percent of Direct: \_\_\_\_\_



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

23 MCO

**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

March 1, 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 three (3) of the four (4) existing agreements with the vendors listed below to provide Women, Infants and Children (WIC), Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$18,700, from \$6,004,475 to 6,023,175, with no change to the contract completion date of June 30, 2019, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

The original contracts were approved by the Governor & Executive Council on June 21, 2017 (Item #45), and subsequently amended on June 6, 2018 (Item #14).

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,594,330	\$7,100	\$1,601,430
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$999,678	\$7,000	\$1,006,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$0	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$665,999	\$4,600	\$670,599
	<b>Total:</b>		<b>\$6,004,475</b>	<b>\$18,700</b>	<b>\$6,023,175</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

**See Attached Fiscal Details**

### **EXPLANATION**

The purpose of this request is to increase funding for Breastfeeding Peer Counseling Services for State Fiscal Year 2019. These additional funds will allow for increased promotion and support activities for the Breastfeeding Peer Counseling Program.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants and Children supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives and nutrition education that could improve health outcomes and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN #

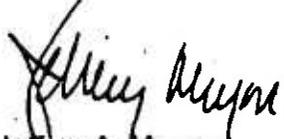
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure  
CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,

Approved by:

  
Jeffrey A. Meyers  
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			Sub-Total	\$795,465	\$0	\$795,465

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$7,100	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			Sub-Total	\$782,865	\$7,100	\$789,965

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$7,000	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,000</b>	<b>\$498,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$4,600	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$327,249</b>	<b>\$4,600</b>	<b>\$331,849</b>
			<b>Funding Source Total</b>	<b>\$5,937,397</b>	<b>\$18,700</b>	<b>\$5,956,097</b>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH; BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			Sub-Total	\$16,000	\$0	\$16,000

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	9,700
			Sub-Total	\$9,700	\$0	\$9,700

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			Sub-Total	\$30,400	\$0	\$30,400

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			Sub-Total	\$6,978	\$0	\$6,978
		Funding Source Total		\$63,078	\$0	\$63,078

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003398	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$6,004,475	\$18,700	\$6,023,175



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2<sup>nd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 19th day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Seacoast Community Health (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), as amended on June 8, 2018 (Item #14), 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:  
Greater Seacoast Community Health.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,006,678.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete in its entirety Exhibit B-3, Budget, and replace with Exhibit B-3 Amendment #2, SFY 2019 BFPC Budget.



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counselling Services**

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

3/9/19  
Date

[Signature]  
Name: W. S. MORRIS  
Title: DIRECTOR, DPHS

Greater Seacoast Community Health

2/25/2019  
Date

[Signature]  
Name: CEO  
Title: CEO

**Acknowledgement of Contractor's signature:**

State of NH, County of Strafford on February 25<sup>TH</sup>, 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]  
Signature of Notary Public or Justice of the Peace

Simone Talbot, Exec. Asst.  
Name and Title of Notary or Justice of the Peace

My Commission Expires: SEPTEMBER 13, 2022  
SIMONE R. TALBOT, Notary Public  
State of New Hampshire  
My Commission Expires September 13, 2022



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

3/17/2019  
Date

*Nancy J. Smith*  
Name: *Nancy J. Smith*  
Title: *State Atty Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

Exhibit B-3 Amendment #2  
SFY 2019 BFPC Budget

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

State/Program Name: Greater Bristol Community Health  
Budget Request for: WIC Service Provider - Breastfeeding Peer Counseling  
State of NH  
Budget Period: 7/1/2018-6/30/2019 (SFY19)

Line Item	2018		2019		Total	%
	Direct	Indirect	Direct	Indirect		
1. Personnel	241,141		241,141		241,141	
2. Fringe Benefits	187,128		187,128		187,128	
3. Materials						
4. Equipment						
5. Travel						
6. Repairs and Maintenance						
7. Purchased Services						
8. Supplies						
9. Educational						
10. Lab						
11. Printing						
12. Medical						
13. Office						
14. Travel						
15. Occupancy						
16. Contract Expenses						
17. Utilities						
18. Printing						
19. Repairs						
20. Materials						
21. Fuel and Labor						
22. Insurance						
23. Bonding						
24. Building						
25. Marketing/Advertising						
26. Land Acquisition and Leasing						
27. Information Systems						
28. Health Related Services						
29. Medical Travel						
30. Special Projects	7,000.00		7,000.00		7,000.00	
TOTAL	30,442.00		30,442.00		30,442.00	
Indirect As A Percent of Direct		0.0%				

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Jeffrey A. Meyers  
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  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

May 15, 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 existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475, and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328	\$18,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B008	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$646,498	\$19,501	\$665,999
	Total:		\$5,878,624	\$125,851	\$6,004,475

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-62600000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

See Attached Fiscal Details for Funding Distribution

**EXPLANATION**

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.

New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

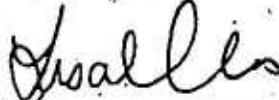
Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

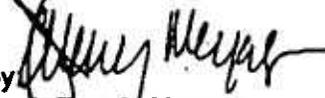
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW  
Director

Approved by



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.*

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-5260000 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND  
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH  
AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			<b>Sub-Total</b>	<b>\$782,865</b>	<b>\$12,600</b>	<b>\$785,465</b>

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			<b>Sub-Total</b>	<b>\$780,865</b>	<b>\$2,000</b>	<b>\$782,865</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,650</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$2,000	\$38,849
			<b>Sub-Total</b>	<b>\$489,164</b>	<b>\$2,000</b>	<b>\$491,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,988	\$0	\$271,988
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$24,000</b>	<b>\$1,369,034</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,358	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,968	\$0	\$271,968
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$101,643	\$2,000	\$103,643
			<b>Sub-Total</b>	<b>\$1,343,034</b>	<b>\$2,000</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,048	\$0	\$13,048
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$5,523	\$5,523
			<b>Sub-Total</b>	<b>\$322,249</b>	<b>\$5,623</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,048	\$0	\$13,048
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding/Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006041	\$24,136	\$7,000	\$26,36
			Sub-Total	\$320,249	\$7,000	\$327,249
			Funding Source Total	5,874,624	\$62,773	\$5,937,397

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE

Community Action Program Belknap-Merrimack Counties, Inc.

PO 1058083

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$16,000	\$16,000
			Sub-Total	\$0	\$16,000	\$16,000

Goodwin Community Health

PO 1058084

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$9,700	9,700
			Sub-Total	\$0	\$9,700	\$9,700

Southern New Hampshire Services

PO 1058085

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$30,400	\$30,400
			Sub-Total	\$0	\$30,400	\$30,400

Southwestern Community Services

PO 1058099

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$6,978	\$6,978
			Sub-Total	\$0	\$6,978	\$6,978
			Funding Source Total	\$0	\$63,078	\$63,078

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-85-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES; WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90003398	\$4,000	\$0	\$4,000
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$5,878,624</b>	<b>\$125,851</b>	<b>\$6,004,475</b>

**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1<sup>st</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #1") dated this 25th day of April, 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 Goodwin Community Health Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 311 Route 108, Somersworth NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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

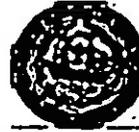
WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of 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 1.8, Price Limitation, to read:  
\$ 999,678.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services
5. Delete in its entirety Exhibit B-2, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Budget.
6. Delete in its entirety Exhibit B-4, Budget, and replace with Exhibit B-2 Amendment #1, SFY 2019 WIC Budget.
7. Add Exhibit B-5 Amendment #1, Budget.
8. Add Exhibit K, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/10/18  
Date

Lisa Morris  
Name: LISA MORRIS  
Title: DIRECTOR, OPHS

Goodwin Community Health Center

4/26/2018  
Date

Janet Laatsch  
Name: Janet Laatsch  
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Stafford on 4/26/2018, 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.

George R. Talbot  
Signature of Notary Public or Justice of the Peace

Simone Talbot Executive Asst.  
Name and Title of Notary or Justice of the Peace

GEORGE R. TALBOT, Notary Public  
State of New Hampshire

My Commission Expires: My Commission Expires December 13, 2022

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

5-23-18  
Date

*[Signature]*  
Name: *Rebecca W. Ross*  
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## 1. Provisions Applicable to All Services

- 1.1. The Vendor 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.

## 2. Scope of Services

- 2.1. The Vendor shall use additional funding:
  - 2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;
    - 2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;
    - 2.1.1.2. Must be in place no later than June 30, 2018.
  - 2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;
  - 2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30<sup>th</sup>, 2018;

**Exhibit B-1 Amendment #1  
SFY 2018 WIC Budget**

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

**Division/Program Name: Goodwin Community Health**  
**Budget Request For: WIC Services Provider Contract & Goodwin County**  
**Form # 4993**  
**Budget Period: 01/01/17-06/30/18 (SFY18)**

Line Item	Fund Program Code			Contract Item/Match			Matched by Other Funded Items		
	Direct Programmatic	Indirect Plant	Value	Direct Programmatic	Indirect Plant	Value	Direct Programmatic	Indirect Plant	Value
1.0000	150,000.00		150,000.00				150,000.00		150,000.00
1.0001	150,000.00		150,000.00				150,000.00		150,000.00
1.0002									
1.0003									
1.0004									
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1.0099									
TOTAL	150,000.00		150,000.00				150,000.00		150,000.00

Exhibit B-3 Amendment #1  
 SFY 2018 Budget

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

Division/Program Name: **Goodwin Community Health**  
 Budget Request For: **WEC Service Provider Carroll & Stafford County**  
 Fiscal Year: **2018**  
 Budget Period: **20180101-20180331 (SFY18)**

Line Item	Total Program Cost			Contractor Share / 100%			Funded by O&M contract share		
	Original Amount	Revised Amount	Year	Original Amount	Revised Amount	Year	Original Amount	Revised Amount	Year
1. Personnel	1,577,000	1,577,000	1,577,000	1,577,000	1,577,000	1,577,000	1,577,000	1,577,000	1,577,000
2. Materials	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
3. Travel	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
4. Contractual	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
5. Other	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
<b>TOTAL</b>	<b>4,677,000</b>	<b>4,677,000</b>	<b>4,677,000</b>	<b>4,677,000</b>	<b>4,677,000</b>	<b>4,677,000</b>	<b>4,677,000</b>	<b>4,677,000</b>	<b>4,677,000</b>

Contractor Initials: \_\_\_\_\_  
 Date: \_\_\_\_\_



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.

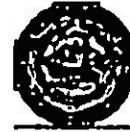
Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and 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

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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

New Hampshire Department of Health and Human Services

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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

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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.).

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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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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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 - 308. 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

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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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

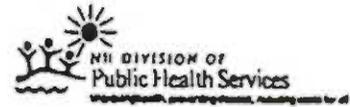


Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-4503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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MAC

May 1, 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 agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
	Total:		\$5,878,624

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 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.

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

**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$80,802
			Sub-Total:	\$782,866

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312

**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,888
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312

**05-95-80-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003398	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

**EXPLANATION**

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups; pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

These contracts contain 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.

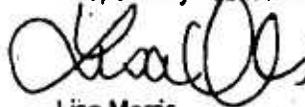
Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

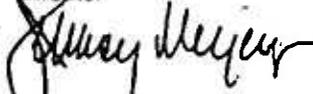
Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

In the event that 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



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

Special Supplemental Nutrition  
Program for Women, Infants & Children  
RFP Name

RFP-2018-OPHS-11-SPEC1  
RFP Number

Reviewer Names

- Bidder Name
- CAP Belknap-Merrimack Counties, Inc.
  - Goodwin Community Health
  - Southern NH Services, Inc.
  - Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	187
	200	182
	200	182

- Stacy Smith
- Jessica Webb
- Fran McLaughlin
- Lisee Siris, Administrator  
Nutrition Services OPHS
- 
-

45.2r

Subject: WIC and Breastfeeding Peer Counseling Services (RFP-2018-DPHS-11:SPEC-02)

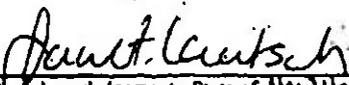
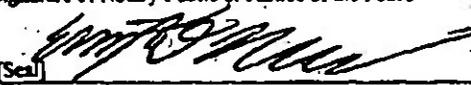
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Goodwin Community Health Center		<b>1.4 Contractor Address</b> 311 Route 108, Somersworth NH 03878	
<b>1.5 Contractor Phone Number</b> 603-749-2346	<b>1.6 Account Number</b> 05-95-90-902010-5260-102-500731 05-95-90-902010-5260-102-500734	<b>1.7 Completion Date</b> June 30, 2019	<b>1.8 Price Limitation</b> \$980,328
<b>1.9 Contracting Officer for State Agency</b> Jonathan V. Gallo, Esq.		<b>1.10 State Agency Telephone Number</b> 603-271-9246	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Janet Leutsch, CEO	
<b>1.13 Acknowledgement:</b> State of <del>New Hampshire</del> County of <u>Strafford</u> On <u>May 19, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]		<div style="border: 1px solid black; padding: 2px;"> <b>ELIZABETH A. CLEMENCE</b>                      Notary Public, State of New Hampshire                      My Commission Expires April 6, 2021                 </div>	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Elizabeth Clemence, Notary			
<b>1.14 State Agency Signature</b>  Date: <u>5/15/17</u>		<b>1.15 Name and Title of State Agency Signatory</b> LISA MORRIS, DIRECTOR	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: <u>Megan A. York - Attorney 5/26/17</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> 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 1.18, 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 or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. 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 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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.

#### 2. STATEMENT OF WORK

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
  - 2.2.1 Provide WIC services to the contracted caseload of 2,513 to include women, infants and children each month utilizing the StarLINC MIS system in the counties of Carroll and Strafford.
  - 2.2.2 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
  - 2.2.3 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
  - 2.2.4 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.
  - 2.2.5 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:



## Exhibit A

- 2.2.5.1 Include national WIC enrollment and retention website ([www.state.nh.gov/wic](http://www.state.nh.gov/wic)) in outreach materials and on individual agency website;
- 2.2.5.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
- 2.2.5.3 Distribution of WIC informational booklets and referral materials;
- 2.2.5.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
- 2.2.5.5 Maintenance of participant waiting list, if appropriate;
- 2.2.5.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
- 2.2.5.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
- 2.2.5.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.8 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
  - 2.2.6.1 A minimum of twenty-five (25) enrolled participants;
  - 2.2.6.2 Nearby WIC-authorized food stores;
  - 2.2.6.3 Other community and health services that serve WIC eligible participants; and
  - 2.2.6.4 Available transportation for accessing the WIC clinic.
- 2.2.7 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.8 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.9 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.10 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.11 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.12 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.
- 2.2.13 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.



## Exhibit A

- 2.2.14 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
- 2.2.15 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
- 2.2.16 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
- 2.2.17 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
- 2.2.18 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract
- 2.2.19 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
- 2.2.20 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
- 2.2.21 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.22 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
- 2.2.23 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.24 Conduct special projects as appropriate funding is received.
- 2.2.25 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

### 3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30<sup>th</sup> of each contract year.
- 3.2 The Contractor shall provide a mid-year progress report no later than January 30<sup>th</sup> of each contract year.



## Exhibit A

- 3.3 The Contractor shall provide a year-end report no later than June 30<sup>th</sup> of each contract year.

### 4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

### 5. PERFORMANCE MEASURES

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department



**Exhibit A**

and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:

- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3<sup>rd</sup> month of pregnancy.
- 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5<sup>th</sup> birthday.
- 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
- 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
- 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.

5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

**Workplan Schedule**

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019

Contractor Initials:   R    
Date: 6-10-17



**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, 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, B-2, B-3 and B-4.
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 sub-contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services  
129 Pleasant Street  
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 required additional approval of the Governor and Executive Council.





**Exhibit B-3  
Budget**

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
State/Program Name: <b>Seaside Community Health</b> Budget Request for: <b>SEPC (Seaside Provider Council &amp; Seaside Safety</b> (part of SEPC) Budget Period: <b>10/01/04-09/30/05 (FY05)</b>									
Account	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
1. Personnel									
2. Contractual									
3. Materials									
4. Travel									
5. Printing									
6. Telephone									
7. Postage									
8. Reproduction									
9. Office Supplies									
10. Information Systems									
11. Other									
12. Total									
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Checked by: *[Signature]*  
Date: 5/10/05





**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 Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 80 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.

JL

5-10-17

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

*[Handwritten Signature]*

06/27/14

Page 3 of 5

Date

*[Handwritten Date]*



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13168, 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:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

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

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



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 1.8 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 GRANTEES OTHER THAN INDIVIDUALS.**

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

This certification is required by the regulations implementing Sections 5151-5160 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  
128 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:

8-10-77  
Date

Janet Laatsch  
Name:  
Title: CEO, Janet Laatsch



**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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5-10-17  
Date

Janet Laatsch  
Name:  
Title: CEO, Janet Laatsch

Exhibit E - Certification Regarding Lobbying

Contractor Initials JK



**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



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 (1)(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:

5-10-17  
Date

Janet Laatsch  
Name:  
Title: CEO, Janet Laatsch



**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

Contractor Initials 

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

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:

5-10-17  
Date

Janet Laatsch  
Name:  
Title: CEO, Janet Laatsch

Exhibit G

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

Contractor Initials JK



**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:

5-10-17  
Date

Janet Laatsch  
Name:  
Title: CEO, Janet Laatsch



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.

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Contractor Initials 

Date 3-11-14



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, 182 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

3/2014

Contractor Initials

Date 5/10/17



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 (l). 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



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 164.526.
- 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

3/2014

Contractor Initials JR

Date 5-10-17



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.

3/2014

Contractor Initials

Date 5-10-7)



Exhibit I

- e. Severability. 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  
 \_\_\_\_\_  
*Charles*  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 LISA MORRIS  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Director, DPHS  
 Title of Authorized Representative  
 \_\_\_\_\_  
 5-15-17  
 Date

*Goodwin Community Health*  
 Name of the Contractor  
 \_\_\_\_\_  
*Robert Cantor*  
 Signature of Authorized Representative  
 \_\_\_\_\_  
*Robert Cantor*  
 Name of Authorized Representative  
 \_\_\_\_\_  
 CEO  
 Title of Authorized Representative  
 \_\_\_\_\_  
 8-10-17  
 Date



**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. Principal 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:

5-10-11  
Date

Janet Loatsch  
Name:  
Title: CEO, Janet Loatsch

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 730054164
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, 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 16(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

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

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

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

Name: _____	Amount: _____

**State of New Hampshire  
Department of Health and Human Services  
Amendment #5**

This Amendment to the WIC and Breastfeeding Peer Counseling Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southern New Hampshire Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14), as amended on April 17, 2019, (Item #23), as amended and approved by the Governor on July 10, 2020 and presented to the Governor and Council on August 5, 2020 (Informational Item #G), and as most recently amended June 16, 2021 (Item #33), 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 General Provisions, Section 3, 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 increase the price limitation 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 1.8, Price Limitation, to read:  
\$8,319,348
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director
3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-8, Budget – Amendment #5, SFY 2023 BFPC Services.
4. Modify Exhibit B-7, Budget – Amendment #4, SFY 2023 WIC Services, by replacing it in its entirety with Exhibit B-7, Budget – Amendment #5, SFY 2023 WIC Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-8, Budget – Amendment #4, SFY 2023 BFPC Services, by replacing it in its entirety with Exhibit B-8, Budget – Amendment #5, SFY 2023 BFPC Services, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and 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

11/7/2022

Date

DocuSigned by:

Patricia M. Tilley

Name: Patricia M. Tilley

Title: Director

Southern New Hampshire Services, Inc.

DocuSigned by:

Donna Lee Lozeau

Name: Donna Lee Lozeau

Title: Chief Executive Officer.

11/4/2022

Date

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

OFFICE OF THE ATTORNEY GENERAL

11/8/2022

Date

DocuSigned by:  
*Robyn Guarino*  
Name: Robyn Guarino  
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-7 Amendment #5**

**BUDGET FORM**

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

**Bidder Name:** Southern NH Services

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

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

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 785,180.00	\$ -	\$ 785,180.00	
2. Employee Benefits	\$ 423,547.00	\$ -	\$ 423,547.00	
3. Consultants	\$ 26,700.00	\$ -	\$ 26,700.00	
4. Equipment:	\$ 25,700.00	\$ -	\$ 25,700.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 31,251.00	\$ -	\$ 31,251.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,315.00	\$ -	\$ 2,315.00	
7. Occupancy	\$ 37,473.00	\$ -	\$ 37,473.00	
8. Current Expenses	\$ 18,350.00	\$ -	\$ 18,350.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 100.00	\$ -	\$ 100.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 108,752.00	\$ 108,752.00	Federally approved indirect cost rate
NWA Conference support	\$ 2,000.00	\$ -	\$ 2,000.00	
Teletask	\$ 4,000.00	\$ -	\$ 4,000.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,356,616.00</b>	<b>\$ 108,752.00</b>	<b>\$ 1,465,368.00</b>	

Indirect As A Percent of Direct

8.0%

Contractor 

Date 11/4/2022

### Exhibit B-8 Amendment #5

#### BUDGET FORM

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

Bidder Name: Southern NH Services

Budget Request for: Breastfeeding Peer Counselor Program  
(Name of RFP)

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

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 53,402.00	\$ -	\$ 53,402.00	
2. Employee Benefits	\$ 12,188.00	\$ -	\$ 12,188.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 3,000.00	\$ -	\$ 3,000.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 10.00	\$ -	\$ 10.00	
6. Travel	\$ 2,248.00	\$ -	\$ 2,248.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 5,260.00	\$ 5,260.00	Federally approved indirect cost rate
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 71,348.00</b>	<b>\$ 5,260.00</b>	<b>\$ 76,608.00</b>	

Indirect As A Percent of Direct

7.4%

Contractor Initials

DS  
DL

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES 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: 65506

Certificate Number: 0005755694



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a horizontal line.

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTES**

(Corporate Authority)

I, Orville Kerr, Clerk/Secretary of Southern New Hampshire Services  
(Name) (Corporation name)  
(Hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(State)  
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on October 25, 2022, such authority  
(Date)  
to be in force and effect until 6/30/2023.  
(Contract termination date)

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

<u>Donnalee Lozeau</u> (Name)	<u>Chief Executive Officer</u> (Position)
<u>Ryan Clouthier</u> (Name)	<u>Chief Operating Officer</u> (Position)
<u>James Chaisson</u> (Name)	<u>Chief Fiscal Officer</u> (Position)

(5) The meeting of the Board of Directors was held in accordance with New Hampshire  
(State of incorporation)  
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this  
7th day of November, 2022.

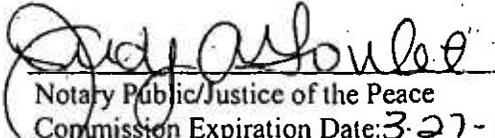
  
Clerk/Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this 7th day of November, 2022, before me Judy A. Goulet  
the undersigned Officer, personally appeared Orville Kerr who acknowledged her/himself to be the  
Secretary of Southern New Hampshire Services, a corporation and that she/he as such  
Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

**JUDY A. GOULET**  
Notary Public - New Hampshire  
My Commission Expires March 27, 2024

  
Notary Public/Justice of the Peace  
Commission Expiration Date: 3-27-2024





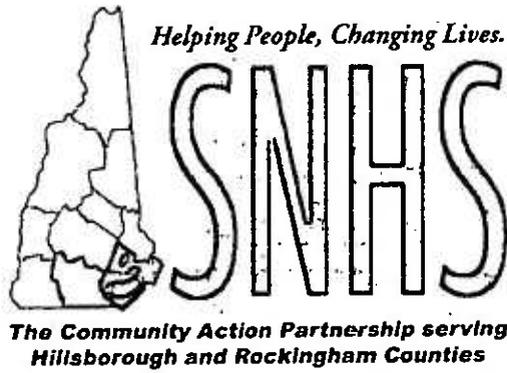
**SOUTHERN NEW HAMPSHIRE SERVICES**  
*The Community Action Partnership for Hillsborough and Rockingham Counties*  
*Helping People. Changing Lives.*

**MISSION STATEMENT**

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham-Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

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

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



**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2021**

**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2021**

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

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

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 combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliate, which comprise the combined statement of financial position as of July 31, 2021, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated March 3, 2022.

**Internal Control over Financial Reporting**

In planning and performing our audit of the combined financial statements, we considered the Organizations' 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 combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organizations' internal control. Accordingly, we do not express an opinion on the effectiveness of the Organizations' 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 Organizations' combined financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and affiliate's combined financial statements are free from material misstatement, we performed tests of their 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 Organizations' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organizations' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

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

March 3, 2022  
Lewiston, Maine

**Independent Auditor's Report on Compliance for Each Major Program and on  
Internal Control over Compliance and Schedule of Expenditures of  
Federal Awards Required by the Uniform Guidance**

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

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

We have audited Southern New Hampshire Services, Inc. (the Organization) and affiliate'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 Southern New Hampshire Services, Inc. and affiliate's major federal programs for the year ended July 31, 2021. Southern New Hampshire Services, Inc. and affiliate's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

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

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

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

In our opinion, Southern New Hampshire Services, Inc. and affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2021.

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

Management of Southern New Hampshire Services, Inc. and affiliate is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate'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, as defined above. However, material weaknesses may exist that have not been identified.

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

## **Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance**

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliate as of and for the year ended July 31, 2021, and have issued our report thereon dated March 3, 2022, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the combined 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 combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

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

March 3, 2022  
Lewiston, Maine

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2021

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
<b>FEDERAL AWARDS</b>				
<b><u>U.S. Department of Agriculture:</u></b>				
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Special Supplemental Nutrition Program for Women, Infants and Children	10.557	174NH703W1003	\$ -	\$ 1,334,892
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
<b><u>Food Distribution Cluster</u></b>				
Commodity Supplemental Food Program	10.565	202120Y800544	-	5,061
	10.565	202020Y800544	-	19,500
<b>Total Food Distribution Cluster</b>			-	<b>24,561</b>
<i>Pass-Through State of New Hampshire Department of Education</i>				
Child and Adult Care Food Program	10.558		-	695,568
<b><u>Child Nutrition Cluster</u></b>				
Summer Food Service Program for Children	10.559		-	155,822
<b>Total U.S. Department of Agriculture</b>			<b>\$ -</b>	<b>\$ 2,210,843</b>
<b><u>U.S. Department of Housing and Urban Development:</u></b>				
<i>Direct Program</i>				
<b><u>Section 8 Project-Based Cluster</u></b>				
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ -	\$ 540,904
<i>Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives</i>				
<b><u>CDBG - Entitlement Grants Cluster</u></b>				
Community Development Block Grants/ Entitlement Grants - COVID	14.218	B-20-MW-33-0001	-	544,242
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Emergency Solutions Grant Program	14.231	E17-DC-33-0001	-	40,929
<b>Total U.S. Department of Housing and Urban Development</b>			<b>\$ -</b>	<b>\$ 1,126,075</b>
<b><u>U.S. Department of Homeland Security:</u></b>				
<i>Passed-through Regional United Way Agency</i>				
Emergency Food and Shelter National Board Program	97.024		\$ -	\$ 2,101
<i>Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives</i>				
Emergency Food and Shelter National Board Program	97.024	592600-007	-	20,000
<b>Total U.S. Department of Homeland Security</b>			<b>\$ -</b>	<b>\$ 22,101</b>
<b>Subtotal</b>			<b>\$ -</b>	<b>\$ 3,359,019</b>

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2021

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ -	\$ 3,359,019
<b>U.S. Department of Labor:</b>				
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>				
<b>WIOA Cluster</b>				
WIOA Adult Program	17.258	02-6000618	\$ 73,162	\$ 1,234,796
WIOA Dislocated Worker Formula Grants	17.278	02-6000618	17,282	122,677
<b>Total WIOA Cluster</b>			<b>90,444</b>	<b>1,357,473</b>
Senior Community Service Employment Program	17.235	02-6000618	-	4,062
Workforce Investment Act (WIA) Dislocated Worker National Reserve Demonstration Grants	17.280	02-6000618	-	1,258,590
<b>Total U.S. Department of Labor</b>			<b>\$ 90,444</b>	<b>\$ 2,620,125</b>
<b>U.S. Department of Treasury:</b>				
<i>Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives</i>				
Coronavirus Relief Fund - COVID	21.019		\$ -	\$ 6,346,350
Emergency Rental Assistance Program - COVID	21.023	ERA0012 and ERA0435	-	16,171,517
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Coronavirus Relief Fund - COVID	21.019	SS-2021-DEHS-05-CHMLD-01	-	249,873
<b>Total U.S. Department of Treasury:</b>			<b>\$ -</b>	<b>\$ 22,767,740</b>
<b>U.S. Department of Energy:</b>				
<i>Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives</i>				
Weatherization Assistance for Low-Income Persons	81.042	EE0007935	\$ -	\$ 564,342
<b>Total U.S. Department of Energy:</b>			<b>\$ -</b>	<b>\$ 564,342</b>
<b>U.S. Department of Education:</b>				
<i>Pass-Through State of New Hampshire Department Of Education</i>				
Adult Education - Basic Grants to States	84.002	67011-ABE	\$ -	\$ 118,530
<b>Total U.S. Department of Education</b>			<b>\$ -</b>	<b>\$ 118,530</b>
<b>Corporation for National and Community Services:</b>				
<i>Direct Program</i>				
Retired and Senior Volunteer Program	94.002	20SRANH002	\$ -	\$ 110,300
<b>Total Corporation for National and Community Services</b>			<b>\$ -</b>	<b>\$ 110,300</b>
<b>Subtotal</b>			<b>\$ 90,444</b>	<b>\$ 29,540,056</b>

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2021

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ 90,444	\$ 29,540,056
<b>U.S. Department of Health and Human Services:</b>				
<b>Direct Program</b>				
<b>Head Start Cluster</b>				
Head Start	93.600	01CH01060203	\$ -	\$ 7,178,936
	93.600	01HP00024102	-	315,971
	93.600	01HP00024101C3	-	5,408
COVID	93.600	01CI101060203C3	-	175,293
COVID	93.600	01HE00047401C5	-	11,487
<b>Total Head Start Cluster</b>				<b>7,687,095</b>
<b>Pass-Through State of New Hampshire Office of Strategic Initiatives</b>				
Low-Income Home Energy Assistance	93.568	G-20B1NHLIEA	-	7,991,223
COVID	93.568	G-2001NHESC3	-	82,143
	93.568	G-2101NHLIEA	-	951,365
				<b>9,024,731</b>
<b>Pass-Through State of New Hampshire Department Of Health and Human Services</b>				
Temporary Assistance for Needy Families	93.558	18NHTANF	88,647	2,637,339
Community Services Block Grant	93.569	2001NHCCSC3	-	1,656,218
COVID	93.569	2001NHCCSC3	-	174,632
			88,647	1,830,850
Community Services Block Grant Discretionary Awards	93.570	2001NHCCSC3	-	28,904
<b>Aging Cluster</b>				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	18AANHT355	-	18,610
<b>CCDF Cluster</b>				
Child Care and Development Block Grant	93.575	2001NHCCDF	-	1,119,549
	93.575	2101NHCCDF	-	110,802
				1,230,351
Child Care Mandatory and Matching Funds of The Child Care and Development Fund	93.596	2001NHCCDF	-	876,921
<b>Total CCDF Cluster</b>				<b>2,107,272</b>
<b>Pass-Through University of New Hampshire</b>				
Every Student Succeeds Act/Preschool Development Grants	93.434	90TP0060	-	87,828
<b>Total U.S. Department of Health and Human Services</b>			<b>\$ 88,647</b>	<b>\$ 23,422,629</b>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<b>\$ 179,091</b>	<b>\$ 52,962,685</b>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2021**

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**NOTE 1: BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and affiliate under programs of the federal government for the year ended July 31, 2021. 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 Southern New Hampshire Services, Inc. and affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southern New Hampshire Services, Inc. and affiliate.

**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.

Pass-through entity identifying numbers are presented where available.

**NOTE 3: HEAD START PROGRAMS CFDA #93.600**

Due to the COVID-19 pandemic, the Organization was unable to meet its matching requirements in accordance with terms of the grant award. The Organization received a waiver from the Department of Health and Human Services due to the pandemic to remain in compliance with the grant award during the year ended July 31, 2021.

**NOTE 4: INDIRECT COST RATE**

Southern New Hampshire Services, Inc. and affiliate has negotiated an indirect cost rate of 9.50% with the Department of Health and Human Services.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE****SCHEDULE OF FINDINGS AND QUESTIONED COSTS****YEAR ENDED JULY 31, 2021****Section I Summary of Auditor's Results****Financial Statements**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:  
 Material weakness(es) identified?  Yes  No

Significant deficiency(ies) identified?  Yes  None reported

Noncompliance material to financial statements noted?  Yes  No

**Federal Awards**

Internal control over major programs:  
 Material weakness(es) identified?  Yes  No

Significant deficiency(ies) identified?  Yes  None reported

Type of auditor's report issued on compliance  
 for major programs: Unmodified

Any audit findings disclosed that are required  
 to be reported in accordance with CFR Section  
 200.156(a) of the Uniform Guidance?  Yes  No

**Identification of major programs:**

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
Coronavirus Relief Fund	21.019
Emergency Rental Assistance Program	21.023
WIOA Cluster	17.258 / 17.278
CCDF Cluster	93.575 / 93.596

Dollar threshold used to distinguish between  
 Type A and Type B programs: \$1,588,881

Auditee qualified as low-risk auditee?  Yes  No

**Section II Financial Statement Findings**

No matters are reportable.

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

No matters are reportable.



Southern New Hampshire Services, Inc.  
Board of Directors  
October 2022

Senator Lou D'Allesandro, Chairman  
Dr. Kevin Moriarty, Vice Chairman  
Thomas Mullins, Esq., Treasurer  
Orville Kerr, Secretary  
Representative Sherm Packard  
Commissioner Toni Pappas  
James Brown  
Carrie Marshall Gross  
Anna Hamel  
Bonnie Henault  
Wanda Kennerson  
Kathleen Mackin  
German Ortiz  
Peter Ramsey

# RYAN CLOUTHIER



## OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.



## EXPERIENCE

### **Chief Operating Officer | Southern New Hampshire Services Inc.**

FEB. 2018-PRESENT

Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Chief Operating Officer will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Chief Executive Officer and Fiscal Officer the Chief Operating Officer provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

### **Energy and Housing Operations Director | Southern New Hampshire Services Inc.**

2016 – 2018

Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this positions provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

### **Energy Director | Southern New Hampshire Services Inc.**

2013 – 2016

Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

### **Weatherization Director | Southern New Hampshire Services Inc.**

2006-2013

Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

- Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition

### **Energy Auditor | Southern New Hampshire Services Inc.**

2004 – 2006

Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

### **Network Analyst | Genuity**

2004 – 2006

Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.



## **EDUCATION**

2000 NH Community Technical College

1994-1998: Dover High School

*Other:* Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.



## **SKILLS**

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include; TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.



## **ACTIVITIES/ACCOMPLISHMENTS**

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.

## DONNALEE LOZEAU

### *Community/Civic*

#### *Involvement- Current*

- NH Community Action Partnership
- HB4 Cliff Effect Working Group, Co-chair
- Governor's Office for Emergency Relief and Recovery Stakeholders Advisory Board, Chair
- Whole Family Approach to Jobs NH Chapter, Co-chair
- St. Joseph Hospital Board of Directors, Quality Council Chair
- St. Mary's Bank Supervisory Committee, Chair
- NH Healthy Families Board of Directors
- Mary's House Advisory Board
- The Plus Company
- NH Tomorrow Leadership Council
- Community College System of NH s
- American Council of Young Political Leaders, Alumni Member
- State Workforce Innovation Board

### *Community/Civic*

#### *Involvement- Past*

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Big Brothers Big Sisters Board of Directors, Past President
- Greater Nashua Dental Connection BOD, Founding Member
- Great American Downtown, Founding Member
- Domestic Violence Coordinating Council Nashua
- US Conference of Mayors
- No Labels
- Fix the Debt
- NH Center for Public Policy Studies
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member

## **EXPERIENCE**

### *Southern New Hampshire Services, Inc. (www.SNHS.org) Manchester, NH (January 2016-Present)*

#### **Chief Executive Officer**

- Development and oversight of Community Action Partnership serving NH's two largest counties, Hillsborough and Rockingham
- Cooperation and engagement with local, state and federal agencies and organizations on issues and programs that intersect with the Community Action Mission
- Work to fundamentally enhance the delivery of service to targeted community to wrap services around clients and streamline the application process by implementing the Whole Family Approach

### **City of Nashua, New Hampshire (2008-2016) – Elected**

#### **Mayor**

- Full time overall day to day management and operations of 2nd largest city in the state of NH with development and implementation of \$245 million dollar (2016) annual budget
- Worked with elected boards including Board of Aldermen; Public Works; Board of Education and others to prioritize and balance budget requirements and the needs of the community
- Chaired Board of Public Works and the Finance Committee
- Successfully negotiated the City's purchase of the publicly traded water company (Pennichuck) after a prolonged case before the NHPUC and the NH Supreme Court

### **Southern New Hampshire Services, Inc. (1993 – 2008) Manchester, NH**

#### **Director of Program and Community Development**

- Assessed the need for services throughout Hillsborough County through community outreach by developing partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Founded Mary's House 40 units of housing for homeless women and developed 219 units of Elderly Housing
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services and developed the program and secured the site for Economic Opportunity Center

**Past Community/Civic  
Involvement Continued**

- Greater Nashua Asset Building Coalition, Founding Member
- New Hampshire Charitable Foundation State Board, Member
- Eagle Board of Review

**Education and Training**

- CCAP, Certified Community Action Professional
- CCAP Proctor
- Rivier College, Nashua- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Justice of the Peace

**NH State Representative, Hillsborough County, District 30  
(1984 – 2000)-Elected**

**Deputy Speaker of the NH House of Representatives  
(1996 – 2000)**

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised House Calendar content
- Responsible for functions of the House on behalf of or in the absence of the Speaker

**Committee Assignments:**

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- New Member Orientation, Chair
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- State and Federal Relations Committee

**Appointments:**

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council
  - Subcommittee on Offenders, Chairman
  - Space and Prison Programming
  - Juveniles Subcommittee, Co-Chair
- National Conference of State Legislatures Law and Justice. Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

**City Streets Restaurant, (1986-1991)**

**City Streets Diner, (2000 – 2003) Nashua, NH-Co-Owner/Operator**

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts, staff and licensing requirements

**JAMES M. CHAISSON****SUMMARY**

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
- Controller in MFG & Distribution
- Treasury and Cash Flow Management
- Financial & Capital Budgeting, Reporting & Control
- Cost Accounting Manager
- General Accounting Manager
- Business Performance Metric Establishment and Measurement

**PROFESSIONAL EXPERIENCE****Southern New Hampshire Services, Manchester, NH****5/2009-Present**

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sights located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers \$36 million in program funds annually with over 450 employees.

**Chief Fiscal Officer****1/2017 to Present**

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

**Senior Accountant****5/2009-1/2017**

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

James M. Chaisson

**WOOD STRUCTURES, INC. Biddeford, ME****2001-4/2009**

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a \$70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller**2006-4/2009**

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager**2001-2006**

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

**VISHAY SPRAGUE, Sanford, ME****1978-2001**

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSE: VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of \$200 million and 1,400 employees.

Plant Cost Accounting Manager**1997-2001**Division General Accounting Manager**1995-1997**Division Operation Accountant**1989-1995**Division Fixed Asset Accountant**1987-1989**Master Engineering Technician**1984-1987**Lead Production Technician**1978-1984****EDUCATION****NASSON COLLEGE, Springvale, ME**

B.S. in Business Administration

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

The Community Action Partnership serving Hillsborough and Rockingham Counties -

Mailing Address: PO Box 5040, Manchester, NH 03108

40 Pine Street, Manchester, NH 03013

Telephone: (603) 668-8010      FAX: (603) 645-6734

**List of Key Administrative Personnel  
November 2022**

<b>Title</b>	<b>Name</b>	<b>Annual Salary</b>	<b>Percentage</b>	<b>Amount</b>
Executive Director	Donnalee Lozeau	\$201,874	0.00%	0
Deputy Director	Ryan Clouthier	\$122,304	0.00%	0
Chief Financial Officer	James Chaisson	\$137,137	0.00%	0

33  
MOA

Lori A. Shihinette  
Commissioner

Tricia M. Tilley  
Interim Director

JUN02'21 AM10:20 RCVD  
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

May 25, 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 amend existing contracts with the vendors listed below to continue to provide nutrition services through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Breastfeeding Peer Counseling Program to low income women, preschool age children, and infants, by exercising contract renewal options, by increasing the total price limitation by \$5,842,279 from \$11,923,603 to \$17,765,882 and extending the completion dates from June 30, 2021 to June 30, 2023, effective upon Governor and Council approval. 100% Federal funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program of Belknap and Merrimack Counties, Inc.	177203-B003	\$3,157,440	\$1,549,472	\$4,706,912	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27) A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G
Greater Seacoast Community Health	154703-B001	\$1,984,546	\$969,988	\$2,954,534	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3:06/05/19 (Item #27) A4:07/10/20 Governor Approved 08/05/20 G&C Info Item G
Southern New Hampshire Services, Inc.	177198-B006	\$5,438,192	\$2,678,360	\$8,116,552	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:06/05/19 (Item#27) A3:07/10/20 Governor Approved 08/05/20, G&C Info Item G
Southwestern Community Services, Inc.	177511-R001	\$1,343,425	\$644,459	\$1,987,884	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27) A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G
<b>Totals:</b>		<b>\$11,923,603</b>	<b>\$5,842,279</b>	<b>\$17,765,882</b>	

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

Funds are anticipated to be available in State Fiscal Years 2022 and 2023, 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 providing supplemental nutritious foods and public health nutrition services and breastfeeding education to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program is cost effective and improves the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in the WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates, and more regular sources of medical care. Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants per month.

Approximately 21,551 unique individuals will be served annually through June 30, 2023.

Community action programs and health centers serve as WIC vendors and conduct program eligibility, screening, enrollment, education, counseling and issuance of food benefits. These community-based WIC vendors ensure that participants receive benefits to purchase items tailored to their specific nutritional needs. All program procedures and policies are supported through federal regulations 7 CFR 246 and state policy.

The Department will continue monitoring contract services by reviewing the following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase in the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase in the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase in the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase in the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase in the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants per month.

As referenced in Exhibit C-1, Revisions to Standard Contract Provisions, Paragraph 3 of the original contracts, the parties have the option to extend the agreements 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 the remaining two (2) of the two (2) years available.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Should the Governor and Executive Council not authorize this request, New Hampshire's most vulnerable low income pregnant women and preschool aged children will not have access to healthy foods and nutrition education for improved growth and development.

Area served: Statewide

Source of Funds: CFDA #10.557 FAIN #214NH703W1003

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

Respectfully submitted,

DocuSigned by:  
**Ann H. N. Landry**  
24B8B37E08EB468...  
for

Lori A. Shibinette  
Commissioner

**Women, Infant & Children Nutrition Program (WIC) and  
Breastfeeding Peer Counseling Services (BFPC)  
RFP-2018-DPHS-11-SPECI-01-A04  
Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003  
05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$691,533	\$0	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$45,968	\$0	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
2022	074-500589	Grants for Pub Asst & Rel	90006003		\$685,233	

2022	074-500589	Grants for Pub Asst & Rel	90006041		\$52,773	
2022	074-500589	Grants for Pub Asst & Rel	90006022		\$36,730	
2023	074-500589	Grants for Pub Asst & Rel	90006003		\$685,233	
2023	074-500589	Grants for Pub Asst & Rel	90006041		\$52,773	
2023	074-500589	Grants for Pub Asst & Rel	90006022		\$36,730	
			<i>Subtotals:</i>	\$3,141,440	\$1,549,472	\$4,690,912

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			<i>Subtotals:</i>	\$16,000	\$0	\$16,000
			<b>Totals:</b>	<b>\$3,157,440</b>	<b>\$1,549,472</b>	<b>\$4,706,912</b>

**Greater Seacoast Community Health - Vendor Code: 154703-B001**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) - Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086

2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$437,270	\$0	\$437,270
2021	102-500734	Contracts for Program Services	90006022	\$27,925	\$0	\$27,925
2021	102-500734	Contracts for Program Services	90006022	\$31,179	\$0	\$27,925
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$428,770	\$428,770
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$32,679	\$32,679
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$23,545	\$23,545
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$428,770	\$428,770
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$32,679	\$32,679
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$23,545	\$23,545
			<i>Subtotals:</i>	\$1,974,846	\$969,988	\$2,944,834

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			<i>Subtotals:</i>	\$9,700	\$0	\$9,700
			<b>Totals:</b>	<b>\$1,984,546</b>	<b>\$969,988</b>	<b>\$2,954,534</b>

**Southern New Hampshire Services - Vendor Code: 177198-B006**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
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2018	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,191
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643
2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,199,962	\$0	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$66,793	\$0	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$1,182,462	\$1,182,462
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$97,789	\$97,789
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$58,929	\$58,929
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$1,182,462	\$1,182,462
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$97,789	\$97,789
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$58,929	\$58,929
			Subtotals:	\$5,407,792	\$2,678,360	\$8,086,152

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<i>Subtotals:</i>	\$30,400	\$0	\$30,400
			<b>Totals:</b>	<b>\$5,438,192</b>	<b>\$2,678,360</b>	<b>\$8,116,552</b>

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Services	90006051	\$5,523	\$0	\$5,523
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	\$31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$287,425	\$0	\$287,425

2021	102-500734	Contracts for Program Services	90006022	\$18,856	\$0	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$28,466	\$0	\$28,466
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$280,775	\$280,775
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$24,866	\$27,366
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$15,338	\$15,338
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$280,775	\$280,775
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$27,366	\$27,366
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$15,338	\$15,338
			<i>Subtotals:</i>	\$1,314,447	\$644,459	\$1,958,906

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals:</i>	\$6,978	\$0	\$6,978

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals:</i>	\$22,000	\$0	\$22,000
			<b>Totals:</b>	\$1,343,425	\$644,459	\$1,987,884

			<b>GRAND TOTALS:</b>	\$11,923,603	\$5,842,279	\$17,765,882
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4**

This Amendment to the WIC and Breastfeeding Peer Counseling Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southern New Hampshire Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (item #45), as amended on June 6, 2018 (item #14); June 5, 2019 (item #27), and as approved by the Governor on July 10, 2020, as presented to the Executive Council as an informational item on August 5, 2020 (item #G) 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 General Provisions Paragraph 3, 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 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:  
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$8,116,552.
3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.16 to read:  
2.2.16 The Contractor shall conduct annual civil rights, customer service and conflict resolution training for all staff and maintain attendance records in accordance with federal regulations.
4. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.19 to read:  
2.2.19 The Contractor shall ensure all staff participate in annual training provided by the NH Tobacco Prevention and Cessation Program. WIC CPAs document participant tobacco use, educate on quitline services and refer those willing to try to quit at all certification visits.
5. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.26 to read:  
2.2.26 The Contractor shall take reasonable steps to provide meaningful access to WIC recipient programs and activities for all persons with limited English proficiency. Local agencies shall use qualified, competent language resources, such as but not limited to interpretation services and American Sign Language.
6. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.27 to read:  
2.2.27 The Contractor shall include language on their WIC webpage that provides sufficient notice and how to request free language assistance services for individuals with LEP, such as free auxiliary aids and services and other reasonable modifications for individuals with disabilities.

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- 7. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.28 to read:  
 2.2.28 The Contractor shall offer a respect and civility in the workplace training for all staff during each contract period.
- 8. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Workplan Schedule to delete and replace in its entirety with the following:

**Table 1**

WORKPLAN	DUE DATE
SFY 2022 Workplan	July 30, 2021
SFY 2022 Mid-Year Report	January 30, 2022
SFY 2022 End of Year Report	June 30, 2022
SFY 2023 Workplan	July 30, 2022
SFY 2023 Mid-year Report	January 30, 2023
SFY 2023 End of Year Report	June 30, 2023

- 9. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:  
 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-8 Budget – Amendment #4, SFY 2023 BFPC Services.
- 10. Add Exhibit B-5 Amendment #4, SFY 2022 WIC Services Budget, which is attached hereto and incorporated by reference herein.
- 11. Add Exhibit B-6 Amendment #4, SFY 2022 BFPC Services Budget, which is attached hereto and incorporated by reference herein.
- 12. Add Exhibit B-7 Amendment #4, SFY 2023 WIC Services Budget, which is attached hereto and incorporated by reference herein.
- 13. Add Exhibit B-8 Amendment #4, SFY 2023 BFPC Services Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #4 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

5/19/2021

Date

DocuSigned by:  
*Patricia M. Tilley*  
846FB38F5BF04C8...  
Name: Patricia M. Tilley  
Title: Interim Director

Southern New Hampshire Services

5/18/2021

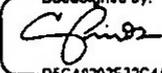
Date

DocuSigned by:  
*DonnaLee Lozeau*  
00038581E0814C1...  
Name: DonnaLee Lozeau  
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

5/24/2021  
Date

DocuSigned by:  
  
DSC48202512C4AE  
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 B-5 Amendment #4

## BUDGET FORM

## New Hampshire Department of Health and Human Services

Bidder Name: Southern NH ServicesBudget Request for: WIC Program

(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 691,238.00	\$ -	\$ 691,238.00	
2. Employee Benefits	\$ 372,872.00	\$ -	\$ 372,872.00	
3. Consultants	\$ 26,700.00	\$ -	\$ 26,700.00	
4. Equipment:	\$ 200.00	\$ -	\$ 200.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 16,251.00	\$ -	\$ 16,251.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,315.00	\$ -	\$ 2,315.00	
7. Occupancy	\$ 37,473.00	\$ -	\$ 37,473.00	
8. Current Expenses	\$ 18,350.00	\$ -	\$ 18,350.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 100.00	\$ -	\$ 100.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 108,752.00	\$ 108,752.00	Federally approved indirect
NWA Conference support	\$ 2,000.00	\$ -	\$ 2,000.00	cost rate
Teletask	\$ 4,000.00	\$ -	\$ 4,000.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,171,499.00</b>	<b>\$ 108,752.00</b>	<b>\$ 1,280,251.00</b>	

Indirect As A Percent of Direct

9.3%

Contractor Initials

DL

Exhibit B-6 Amendment #4

**BUDGET FORM**

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

Bidder Name: Southern NH Services

Budget Request for: Breastfeeding Peer Counselor Program  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 41,451.00	\$ -	\$ 41,451.00	
2. Employee Benefits	\$ 9,460.00	\$ -	\$ 9,460.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 10.00	\$ -	\$ 10.00	
6. Travel	\$ 2,248.00	\$ -	\$ 2,248.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 5,260.00	\$ 5,260.00	Federally approved indirect cost rate
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 58,929.00</b>	<b>\$ 5,260.00</b>	<b>\$ 64,189.00</b>	

Indirect As A Percent of Direct

8.9%

Contractor Initials DL

Exhibit B-7 Amendment #4

BUDGET FORM

New Hampshire Department of Health and Human Services

Bidder Name: Southern NH Services

Budget Request for: WIC Program

(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 691,238.00	\$ -	\$ 691,238.00	
2. Employee Benefits	\$ 372,872.00	\$ -	\$ 372,872.00	
3. Consultants	\$ 26,700.00	\$ -	\$ 26,700.00	
4. Equipment:	\$ 200.00	\$ -	\$ 200.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 16,251.00	\$ -	\$ 16,251.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,315.00	\$ -	\$ 2,315.00	
7. Occupancy	\$ 37,473.00	\$ -	\$ 37,473.00	
8. Current Expenses	\$ 18,350.00	\$ -	\$ 18,350.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 100.00	\$ -	\$ 100.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 108,752.00	\$ 108,752.00	Federally approved indirect
NWA Conference support	\$ 2,000.00	\$ -	\$ 2,000.00	cost rate
Teletask	\$ 4,000.00	\$ -	\$ 4,000.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,171,499.00</b>	<b>\$ 108,752.00</b>	<b>\$ 1,280,251.00</b>	

Indirect As A Percent of Direct

9.3%

DL

Contractor Initials

**Exhibit B-8 Amendment #4**

**BUDGET FORM**

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

Bidder Name: Southern NH Services

Budget Request for: Breastfeeding Peer Counselor Program  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 41,451.00	\$ -	\$ 41,451.00	
2. Employee Benefits	\$ 9,460.00	\$ -	\$ 9,460.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 10.00	\$ -	\$ 10.00	
6. Travel	\$ 2,248.00	\$ -	\$ 2,248.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 5,260.00	\$ 5,260.00	Federally approved indirect cost rate
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 53,669.00</b>	<b>\$ 5,260.00</b>	<b>\$ 58,929.00</b>	

Indirect As A Percent of Direct

9.8%

Contractor Initials

G  
mal

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

Lori A. Shibley  
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

July 13, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services to amend existing contracts with the vendors listed below for the Women, Infants and Children (WIC) Special Supplemental Nutrition Program and Breastfeeding Peer Counseling Program services to low-income women and children, by increasing the total price limitation by \$68,950 from \$11,854,653 to \$11,923,603 with no change to the contract completion dates of June 30, 2021, effective July 1, 2020, or upon Governor approval, whichever is later. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap-Merrimack Counties, Inc.	177203-B003	Concord, NH	\$3,141,902	\$15,538	\$3,157,440	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/05/19 (Item #27)
Greater Seacoast Community Health	154703-B001	Somersworth, NH	\$1,971,666	\$12,880	\$1,984,546	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/05/19 (Item #27)
Southern New Hampshire Services, Inc.	177198-B006	Manchester, NH	\$5,412,828	\$25,364	\$5,438,192	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 06/05/19 (Item #27)

Southwestern Community Services, Inc.	177511- R001	Keene, NH	\$1,328,257	\$15,168	\$1,343,425	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/06/19 (Item #27)
Totals:			\$11,854,653	\$68,860	\$11,923,603	

Funds are available in State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation, if needed and justified.

See attached fiscal details.

**EXPLANATION**

The purpose of these amendments is to increase funding to support supplemental nutritious foods, public health nutrition, and breastfeeding services to pregnant women, postpartum women, infants, and preschool children up to five (5) years of age statewide who are at or below 185% Federal Poverty Level. The support would continue during the COVID-19 pandemic and thereafter as nutrition service operations change in the Women, Infants, and Children clinics.

The Women, Infants and Children program is effective in improving the health outcomes of pregnant women, new mothers, and children. Families redeem their Women, Infants and Children benefits through the purchase of healthy foods at local authorized retailers. Women, infants, and children who participate in the program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates, and a more regular source of medical care. The program is cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Services are provided to an estimated 15,108 participants each month. It is anticipated that the Women, Infants and Children program will serve a greater number of families during State Fiscal Year 2021 due to the changes in the economy as a result of the COVID-19 pandemic.

Additional funding for each of the local agencies' Women, Infant and Children programs is for the purchase or procurement of new technology, new computer equipment, and additional office supplies to support the implementation of innovative telehealth practices which are necessary to serve the agencies' assigned caseload and to continue the procedures established during the COVID-19 pandemic.

The Department will monitor contracted services quarterly using the following performance measures:

- Increase in the percentage of prenatal clients enrolled in the Women, Infants and Children program by the third (3<sup>rd</sup>) month of pregnancy.
- Increase in the percentage (%) of children three (3) and four (4) years of age who continue enrollment in the Women, Infants and Children program until their fifth (5<sup>th</sup>) birthday.
- Increase in the percentage of infants who are breastfed to six (6) months of age.

- Increase in the number of Women, Infants and Children program clinics that utilize innovative strategies to increase access to Women, Infants and Children program services, retention of participants and improve client satisfaction.
- Increase in the percentage of the caseload served (currently 15,108 participants in New Hampshire) to ninety-five to one-hundred-five percent (95-105%) of the assigned caseload.
- Increase in the access to women, infants, and children as a result of federal waivers approved during the COVID-19 pandemic.

Area served: Statewide

Sources of Funds: CFDA #10.557, FAIN 184NH703W1003; CFDA #10.578, FAINs 174NH781W5413 and 204NH703W1003; and CFDA #10.557, FAIN 194NH743W5003.

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

Respectfully submitted,

  
Lori A. Shlbinette  
Commissioner

**Women, Infant & Children (WIC) and Breastfeeding Peer Counseling Services  
RFP-2018-DPHS-11-SPECI-01-A04  
Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003  
05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$685,233	\$6,300	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$36,730	\$9,238	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
			<i>Subtotals:</i>	\$3,125,902	\$15,538	\$3,141,440

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			Subtotals:	\$16,000	\$0	\$16,000
			Totals:	\$3,141,902	\$16,538	3,157,440

Greater Seacoast Community Health - Vendor Code: 154703-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$428,770	\$8,500	\$437,270

2021	102-500734	Contracts for Program Services	90006022	\$23,545	\$4,380	\$27,925
2021	102-500734	Contracts for Program Services	90006041	\$31,179	\$0	\$31,179
			<i>Subtotals:</i>	<i>\$1,961,966</i>	<i>\$12,880</i>	<i>\$1,974,846</i>

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			<i>Subtotals:</i>	<i>\$9,700</i>	<i>\$0</i>	<i>\$9,700</i>
			<i>Totals:</i>	<i>\$1,971,666</i>	<i>\$12,880</i>	<i>\$1,984,546</i>

Southern New Hampshire Services - Vendor Code: 177198-B006

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$151,358	\$0	\$151,358
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,358	\$0	\$151,358
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643

2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$17,500	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$58,929	\$7,864	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
			<i>Subtotals:</i>	\$5,382,428	\$25,364	\$5,407,792

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<i>Subtotals:</i>	\$30,400	\$0	\$30,400
			<i>Totals:</i>	\$5,412,828	\$25,364	\$5,438,192

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
<del>2018</del>	<del>102-500734</del>	<del>Contracts for Program Services</del>	<del>90006051</del>	<del>\$5,523</del>	<del>\$0</del>	<del>\$5,523</del>
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046

2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$280,775	\$6,650	\$287,425
2021	102-500734	Contracts for Program Services	90006022	\$15,338	\$3,518	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$23,466	\$5,000	\$28,466
			<i>Subtotals:</i>	\$1,299,279	\$15,168	\$1,314,447

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals:</i>	\$6,978	\$0	\$6,978

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals:</i>	<del>\$22,000</del>	<del>\$0</del>	<del>\$22,000</del>
			<i>Totals:</i>	\$1,328,257	\$15,168	\$1,343,425

			<b>GRAND TOTALS:</b>	\$11,854,653	\$68,950	\$11,923,603
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New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC and Breastfeeding Peer Counseling Services Contract

This 3<sup>rd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services (hereinafter referred to as "The Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (item #45), as amended on June 6, 2018 (item #14), and June 5, 2019 (item #27), 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 1.8, 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 and increase the price limitation 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 1.8, Price Limitation, to read:  
\$5,438,192.
2. Modify Exhibit A Scope of Services, Section 2, Statement of Work, Subsection 2.2 by adding Paragraph 2.2.26, to read:  
2.2.26. The Contractor shall implement and provide ongoing WIC Program remote services.
3. Modify Exhibit A Scope of Services, Section 2, Statement of Work, Subsection 2.2 by adding Paragraph 2.2.27, to read:  
2.2.27. The Contractor shall purchase or procure computer equipment and supplies to implement WIC Program remote services, which includes:
  - 2.2.27.1. Computer laptops and/or tablets that:
    - 2.2.27.1.1 Meet the specifications of the New Hampshire WIC Management Information System and enhancements for Electronic Benefit Transfer;
    - 2.2.27.1.2. Wholly support Windows 10 and accompanying security updates; and
    - 2.2.27.1.3. Are operational no later than September 30, 2020;
  - 2.2.27.2. An SMS/texting notification system; and
  - 2.2.27.3. Mailing supplies.
4. Modify Exhibit A Scope of Services, Section 2, Statement of Work, Subsection 2.2 by adding Paragraph 2.2.28, to read:  
2.2.28. The Contractor shall enhance its Breastfeeding Peer Counselor Program community outreach and promotion services, in accordance with the USDA Loving Support Model and federal allowable costs, by providing services that include, but are not limited to:
  - 2.2.28.1. In-office breastfeeding education and support.

**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



2.2.28.2. Telephone support.

2.2.28.3. In-hospital support.

2.2.28.4. On-going training for peer counselors.

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants and Children; in providing services pursuant to Exhibit A, Scope of Services. The Contractor agrees to provide the services in Exhibit A, Scope of Services and Exhibit A-1, Scope of Services, in compliance with funding requirements.

6. Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:

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 and Exhibit A-1, Scope of Services.

7. Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:

3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-4 Budget - Amendment #3, SFY 2021 BFPC Services.

8. Modify Exhibit B-2 Amendment #2, SFY 2021 WIC Budget, by replacing in its entirety with Exhibit B-2 Budget - Amendment #3, SFY 2021 WIC Services, which is incorporated by reference and attached herein.

9. Modify Exhibit B-4 Amendment #2, SFY 2021 BFPC Budget, by replacing in its entirety with Exhibit B-4 Budget - Amendment #3, SFY 2021 BFPC Services, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, July 1, 2021, whichever is later.

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

Handwritten signature of Lisa Morris in cursive script.

Name: Lisa Morris  
Title: Director

6/23/2020

Date

Southern New Hampshire Services

Handwritten signature of Donnalee Lozano in cursive script.

Name: Donnalee Lozano  
Title: Executive Director

June 23, 2020  
Date



**Exhibit B-2 Budget – Amendment #3  
SFY 2021 WIC Services**

New Hampshire Department of Health and Human Services

Bidder Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children  
(Name of RFP)

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 677,958.00	\$ -	\$ 677,958.00	
2. Employee Benefits	\$ 301,135.00	\$ -	\$ 301,135.00	
3. Consultants	\$ 25,230.00	\$ -	\$ 25,230.00	
4. Equipment:	\$ 13,100.00	\$ -	\$ 13,100.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 25,834.00	\$ -	\$ 25,834.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 24,945.00	\$ -	\$ 24,945.00	
7. Occupancy	\$ 75,873.00	\$ -	\$ 75,873.00	
8. Current Expenses	\$ 31,095.00	\$ -	\$ 31,095.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 2,850.00	\$ -	\$ 2,850.00	
12. Indirect Cost	\$ -	\$ 113,731.00	\$ 113,731.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Special Project/NWA Trust	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,180,028.00</b>	<b>\$ 113,731.00</b>	<b>\$ 1,293,759.00</b>	

Indirect As A Percent of Direct

9.6%

**Exhibit B-4 Budget - Amendment #3:  
SFY 2021 BFPC Services**

New Hampshire Department of Health and Human Services

Bidder Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council  
(Name of RFP)

Budget Period: 7/1/2020 - 6/30/21

Line/Item	Direct Incremental	Indirect (Fixed)	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 43,840.00	\$ -	\$ 43,840.00	
2. Employee Benefits	\$ 7,271.00	\$ -	\$ 7,271.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 10.00	\$ -	\$ 10.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,248.00	\$ -	\$ 2,248.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	
12. Indirect Cost	\$ -	\$ 5,260.00	\$ 5,260.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Special Breastfeeding Project:	\$ 7,864.00	\$ -	\$ 7,864.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	<b>\$ 61,933.00</b>	<b>\$ 5,260.00</b>	<b>\$ 68,793.00</b>	

Indirect As A Percent of Direct

8.5%

Exhibit B-4 Budget - Amendment #3  
Southern New Hampshire Services  
RFP:2018-DPHS-11-SPEC:03-A03

Contractor Initials DL

Date 6/23/2020



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

23 MCA

**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

March 1, 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 three (3) of the four (4) existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$18,700, from \$6,004,475 to 6,023,175, with no change to the contract completion date of June 30, 2019, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

The original contracts were approved by the Governor & Executive Council on June 21, 2017 (Item #45), and subsequently amended on June 6, 2018 (Item #14).

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,594,330	\$7,100	\$1,601,430
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$999,678	\$7,000	\$1,006,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$0	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$665,999	\$4,600	\$670,599
	<b>Total:</b>		<b>\$6,004,475</b>	<b>\$18,700</b>	<b>\$6,023,175</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

**See Attached Fiscal Details**

### **EXPLANATION**

The purpose of this request is to increase funding for Breastfeeding Peer Counseling Services for State Fiscal Year 2019. These additional funds will allow for increased promotion and support activities for the Breastfeeding Peer Counseling Program.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants and Children supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives and nutrition education that could improve health outcomes and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN #

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

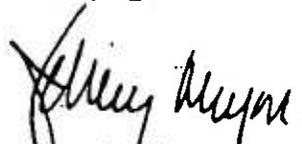
Page 3 of 3

184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure  
CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,

Approved by:

  
Jeffrey A. Meyers  
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			<b>Sub-Total</b>	<b>\$795,465</b>	<b>\$0</b>	<b>\$795,465</b>

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$7,100	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			<b>Sub-Total</b>	<b>\$782,865</b>	<b>\$7,100</b>	<b>\$789,965</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$7,000	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,000</b>	<b>\$498,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$4,600	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$327,249</b>	<b>\$4,600</b>	<b>\$331,849</b>
			<b>Funding Source Total</b>	<b>\$5,937,397</b>	<b>\$18,700</b>	<b>\$5,956,097</b>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH; BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			Sub-Total	\$16,000	\$0	\$16,000

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	9,700
			Sub-Total	\$9,700	\$0	\$9,700

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			Sub-Total	\$30,400	\$0	\$30,400

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			Sub-Total	\$6,978	\$0	\$6,978
		Funding Source Total		\$63,078	\$0	\$63,078

**06-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			Sub-Total	\$4,000	\$0	\$4,000
		Funding Source Total		\$4,000	\$0	\$4,000
		FINAL CONTRACT TOTAL		\$6,004,475	\$18,700	\$6,023,175



New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2<sup>nd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 28<sup>th</sup> day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45) as amended on June 6, 2018, 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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1; Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$5,412,828.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Add Exhibit B-1 Amendment #2, SFY 2020 WIC Budget
6. Add Exhibit B-2 Amendment #2, SFY 2021 WIC Budget.
7. Add Exhibit B-3 Amendment #2, SFY 2020 BFPC Budget.
8. Add Exhibit B-4 Amendment #2, SFY 2021 BFPC Budget.

234-19



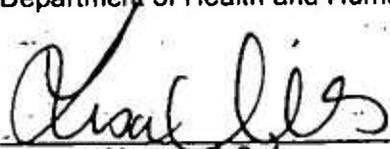
New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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,

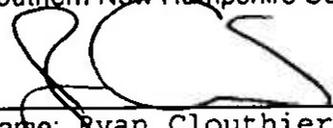
State of New Hampshire  
Department of Health and Human Services

4/29/19  
Date

  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

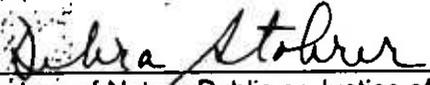
Southern New Hampshire Services

3-4-19  
Date

  
Name: Ryan Clouthier  
Title: Deputy Director

**Acknowledgement of Contractor's signature:**

State of New Hampshire County of Hillsborough on March 4, 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

Debra D. Stohrer, Notary  
Name and Title of Notary or Justice of the Peace  
DEBRA D. STOHRER  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020

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

3-4-19



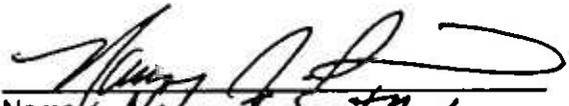
New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2019  
Date

  
Name: Nancy J. Smith  
Title: Sr. Ass. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

Exhibit B-1 Amendment #2  
SFY 2020 WIC Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2019- 6/30/2020

Line/Item	Total Program Cost			Contractor Share / Match			Funded by DHHS (Contract Share)		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$	677,958.00	\$	677,958.00					
2. Employee Benefits	\$	301,135.00	\$	301,135.00					
3. Consultants	\$	25,230.00	\$	25,230.00					
4. Equipment:	\$	1,100.00	\$	1,100.00					
Rental			\$						
Repair and Maintenance			\$						
Purchase/Depreciation			\$						
5. Supplies:	\$	25,834.00	\$	25,834.00					
Educational			\$						
Lab			\$						
Pharmacy			\$						
Medical			\$						
Office			\$						
6. Travel	\$	24,945.00	\$	24,945.00					
7. Occupancy	\$	75,873.00	\$	75,873.00					
8. Current Expenses	\$	25,595.00	\$	25,595.00					
Telephone			\$						
Postage			\$						
Subscriptions			\$						
Audit and Legal			\$						
Insurance			\$						
Board Expenses			\$						
9. Software			\$						
10. Marketing/Communications			\$						
11. Staff Education and Training	\$	2,850.00	\$	2,850.00					
12. Indirect Cost			\$113,731.00	\$	113,731.00				
13. - Other:			\$						
<b>TOTAL</b>	\$	1,160,520.00	\$113,731.00	\$1,274,251.00	\$		\$		\$1,274,251.00

Indirect As A Percent of Direct

9.8%

Exhibit B-2 Amendment #2  
SFY 2021 WIC Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2020- 6/30/2021

Line Item	Total Program Cost		Contractor Share/Match			Funded by OHHS/Contractor Share		
	Direct	Indirect	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed	Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 677,958.00		\$ 677,958.00					
2. Employee Benefits	\$ 301,135.00		\$ 301,135.00					
3. Consultants	\$ 25,230.00		\$ 25,230.00					
4. Equipment	\$ 1,100.00		\$ 1,100.00					
Rental			\$ -					
Repair and Maintenance			\$ -					
Purchase/Depreciation			\$ -					
5. Supplies:	\$ 25,834.00		\$ 25,834.00					
Educational			\$ -					
Lab			\$ -					
Pharmacy			\$ -					
Medical			\$ -					
Office			\$ -					
6. Travel	\$ 24,945.00		\$ 24,945.00					
7. Occupancy	\$ 75,873.00		\$ 75,873.00					
8. Current Expenses	\$ 25,595.00		\$ 25,595.00					
Telephone			\$ -					
Postage			\$ -					
Subscriptions			\$ -					
Audit and Legal			\$ -					
Insurance			\$ -					
Board Expenses			\$ -					
9. Software			\$ -					
10. Marketing/Communications			\$ -					
11. Staff Education and Training	\$ 2,850.00		\$ 2,850.00					
12. Indirect Cost		\$ 113,731.00	\$ 113,731.00					
13. Special Project/NWA Travel	\$ 2,000.00		\$ 2,000.00			\$ 2,000.00		\$ 2,000.00
	\$ -		\$ -			\$ -		\$ -
	\$ -		\$ -			\$ -		\$ -
	\$ -		\$ -			\$ -		\$ -
<b>TOTAL</b>	<b>\$ 1,162,520.00</b>	<b>\$ 113,731.00</b>	<b>\$ 1,276,251.00</b>			<b>\$ 2,000.00</b>		<b>\$ 1,276,251.00</b>

Indirect As A Percent of Direct

9.8%

Exhibit B-3 Amendment #2  
SFY 2020 BFPC Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2019- 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 43,640.00		\$ 43,640.00						
2. Employee Benefits	\$ 7,271.00		\$ 7,271.00						
3. Consultants			\$ -						
4. Equipment			\$ -						
Rental			\$ -						
Repair and Maintenance			\$ -						
Purchase/Depreciation			\$ -						
5. Supplies:			\$ -						
Educational			\$ -						
Lab			\$ -						
Pharmacy			\$ -						
Medical			\$ -						
Office			\$ -						
6. Travel	\$ 2,258.00		\$ 2,258.00						
7. Occupancy			\$ -						
8. Current Expenses			\$ -						
Telephone			\$ -						
Postage			\$ -						
Subscriptions			\$ -						
Audit and Legal			\$ -						
Insurance			\$ -						
Board Expenses			\$ -						
9. Software			\$ -						
10. Marketing/Communications			\$ -						
11. Staff Education and Training	\$ 500.00		\$ 500.00						
12. Indirect Cost		\$ 5,260.00	\$ 5,260.00						
13. Other (specific details mandatory):			\$ -						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 53,669.00</b>	<b>\$ 5,260.00</b>	<b>\$ 58,929.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,929.00</b>

Indirect As A Percent of Direct 9.8%

Exhibit B-4 Amendment #2  
SFY 2021 BFPC Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2020- 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 43,640.00		\$ 43,640.00						
2. Employee Benefits	\$ 7,271.00		\$ 7,271.00						
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	\$ 2,258.00		\$ 2,258.00						
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training	\$ 500.00		\$ 500.00						
12. Indirect Cost		\$ 5,260.00	\$ 5,260.00						
13. Other (specific details mandatory):									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 53,659.00</b>	<b>\$ 5,260.00</b>	<b>\$ 58,929.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,929.00</b>

Indirect As A Percent of Direct 9.8%

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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 ExL 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

May 15, 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 existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475; and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$646,498	\$19,501	\$665,999
	<b>Total:</b>		<b>\$5,878,624</b>	<b>\$125,851</b>	<b>\$6,004,475</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

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

See Attached Fiscal Details for Funding Distribution

**EXPLANATION**

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.

New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program:

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

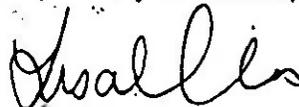
Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

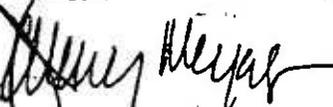
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW  
Director

Approved by



Jeffrey A. Meyers  
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	-\$314,865	\$0	-\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			<b>Sub-Total</b>	<b>\$782,865</b>	<b>\$12,600</b>	<b>\$795,465</b>

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			<b>Sub-Total</b>	<b>\$780,865</b>	<b>\$2,000</b>	<b>\$782,865</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,650</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			<b>Sub-Total</b>	<b>\$489,164</b>	<b>\$2,000</b>	<b>\$491,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$24,000</b>	<b>\$1,369,034</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$101,643	\$2,000	\$103,643
			<b>Sub-Total</b>	<b>\$1,343,034</b>	<b>\$2,000</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$5,523	\$5,523
			<b>Sub-Total</b>	<b>\$322,249</b>	<b>\$5,523</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006041	\$24,136	\$7,000	\$26,36
			<b>Sub-Total</b>	<b>\$320,249</b>	<b>\$7,000</b>	<b>\$327,249</b>
			<b>Funding Source Total</b>	<b>5,874,624</b>	<b>\$62,773</b>	<b>\$5,937,397</b>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$16,000	\$16,000
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$16,000</b>	<b>\$16,000</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$9,700	9,700
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$9,700</b>	<b>\$9,700</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$30,400	\$30,400
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$30,400</b>	<b>\$30,400</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$6,978	\$6,978
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$6,978</b>	<b>\$6,978</b>
			<b>Funding Source Total</b>	<b>\$0</b>	<b>\$63,078</b>	<b>\$63,078</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$5,878,624</b>	<b>\$125,851</b>	<b>\$6,004,475</b>

**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1<sup>st</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #1") dated this 25th day of April, 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 Southern New Hampshire Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of 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 1.8, Price Limitation, to read:  
\$2,744,468.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services.
5. Delete in its entirety Exhibit B-1, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Budget.
6. Delete in its entirety Exhibit B-3, Budget, and replace with Exhibit B-2 Amendment #1, SFY 2019 WIC Budget.
7. Add Exhibit B-3 Amendment #1, Infrastructure Budget.
8. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/10/18  
Date

*Lisa Morris*  
Name: LISA MORRIS  
Title: DIRECTOR, DPH

Southern New Hampshire Services

April 30, 2018  
Date

*Donna Lee Pozeau*  
Name: Donna Lee Pozeau  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on April 30, 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.

*Debra Stohrer*  
Signature of Notary Public or Justice of the Peace

Debra Stohrer  
Name and Title of Notary or Justice of the Peace

My Commission Expires: DEBRA D. STORER  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

5-23-18  
Date

  
Name: Rebecca W. Ross  
Title: Senior Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## 1. Provisions Applicable to All Services

- 1.1. The Vendor 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.

## 2. Scope of Services

- 2.1. The Vendor shall use additional funding:

- 2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;
  - 2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;
  - 2.1.1.2. Must be in place no later than June 30, 2018.
- 2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;
- 2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30<sup>th</sup>, 2018;

*DL*

4-30-18

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

Division/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by (2413) contract class		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 711,377.44	\$ -	\$ 711,377.44	\$ -	\$ -	\$ -	\$ 711,377.44	\$ -	\$ 711,377.44
2. Employee Benefits	\$ 287,708.09	\$ -	\$ 287,708.09	\$ -	\$ -	\$ -	\$ 287,708.09	\$ -	\$ 287,708.09
3. Consultants	\$ 28,300.00	\$ -	\$ 28,300.00	\$ -	\$ -	\$ -	\$ 28,300.00	\$ -	\$ 28,300.00
4. Equipment:	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 29,050.00	\$ -	\$ 29,050.00	\$ -	\$ -	\$ -	\$ 29,050.00	\$ -	\$ 29,050.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 23,200.00	\$ -	\$ 23,200.00	\$ -	\$ -	\$ -	\$ 23,200.00	\$ -	\$ 23,200.00
7. Occupancy	\$ 68,400.00	\$ -	\$ 68,400.00	\$ -	\$ -	\$ -	\$ 68,400.00	\$ -	\$ 68,400.00
8. Current Expenses	\$ 26,498.00	\$ -	\$ 26,498.00	\$ -	\$ -	\$ -	\$ 26,498.00	\$ -	\$ 26,498.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auto and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 8,600.00	\$ -	\$ 8,600.00	\$ -	\$ -	\$ -	\$ 8,600.00	\$ -	\$ 8,600.00
12. Indirect Cost	\$ -	\$ 102,773.09	\$ 102,773.09	\$ -	\$ -	\$ -	\$ -	\$ 102,773.09	\$ 102,773.09
13. Other (Computer Purchase/MSD carryover)	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00
TOTAL	\$ 1,207,321.73	\$ 102,773.09	\$ 1,310,104.73	\$ -	\$ -	\$ -	\$ 1,207,321.73	\$ 102,773.09	\$ 1,310,104.73

Indirect As A Percent of Direct

8.5%

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

Older/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2018 to 6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by OPHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	823,384.00	-	823,384.00	-	-	-	823,384.00	-	823,384.00
2. Employee Benefits	275,248.30	-	275,248.30	-	-	-	275,248.30	-	275,248.30
3. Consultants	24,818.00	-	24,818.00	-	-	-	24,818.00	-	24,818.00
4. Equipment	1,500.00	-	1,500.00	-	-	-	1,500.00	-	1,500.00
5. Bonds	-	-	-	-	-	-	-	-	-
6. Repairs and Maintenance	-	-	-	-	-	-	-	-	-
7. Purchased Services	-	-	-	-	-	-	-	-	-
A. Supplies	39,050.00	-	39,050.00	-	-	-	39,050.00	-	39,050.00
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
B. Travel	25,200.00	-	25,200.00	-	-	-	25,200.00	-	25,200.00
7. Occupancy	85,400.00	-	85,400.00	-	-	-	85,400.00	-	85,400.00
8. Current Expenses	24,898.00	-	24,898.00	-	-	-	24,898.00	-	24,898.00
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
8. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	8,600.00	-	8,600.00	-	-	-	8,600.00	-	8,600.00
12. Indirect Cost	2,000.00	107,108.00	107,108.00	-	-	-	2,000.00	107,108.00	107,108.00
13. Special Projects/WA Travel	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>1,178,898.30</b>	<b>107,108.00</b>	<b>1,286,006.30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,178,898.30</b>	<b>107,108.00</b>	<b>1,286,006.30</b>

Indirect As A Percent of Direct 8.1%

Exhibit B-3 Amendment #1  
Infrastructure Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Infrastructure

Budget Period: 7/1/2017 to 06/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Increments	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Computer Equipment Purchases)	\$ 30,400.00	\$ -	\$ 30,400.00	\$ -	\$ -	\$ -	\$ 30,400.00	\$ -	\$ 30,400.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 30,400.00	\$ -	\$ 30,400.00	\$ -	\$ -	\$ -	\$ 30,400.00	\$ -	\$ 30,400.00

Indirect As A Percent of Direct

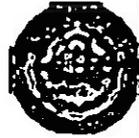
0.0%

*DL*  
4-30-18

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

dc

4-30-18

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

*dc*

4-30-18

New Hampshire Department of Health and Human Services

Exhibit K

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



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

New Hampshire Department of Health and Human Services

Exhibit K

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**

**Exhibit K**

**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

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New Hampshire Department of Health and Human Services

Exhibit K

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/doit/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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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4-30-18



- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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4-30-18



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

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May 1, 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 agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
	<b>Total:</b>		<b>\$5,878,624</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 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.

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

**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902
			Sub-Total:	\$782,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312

**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,668
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			<b>TOTAL:</b>	<b>\$2,933,312</b>

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES; DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

**EXPLANATION**

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low income population groups; pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.

These contracts contain 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.

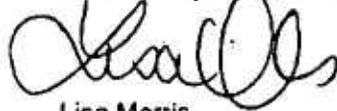
Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

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

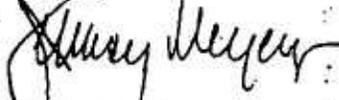
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

**Special Supplemental Nutrition  
 Program for Women, Infants & Children**

**RFP-2018-DPHS-11-SPECI**

**RFP Name**

**RFP Number**

**Reviewer Names**

**Bidder Name**

1. CAP Belknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	193
	200	167
	200	182
	200	182

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin  
Lissa Sirols, Administrator  
Nutrition Services DPHS
5. \_\_\_\_\_
6. \_\_\_\_\_

Subject: WIC and Breastfeeding Peer Counseling Services (REP-2018-DPHS-11-SPEC-03)

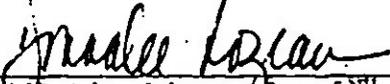
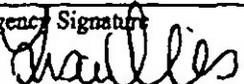
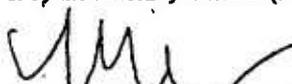
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Southern New Hampshire Services		1.4 Contractor Address 40 Pine Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 05-95-90-902010-5260-102-500731 03-95-90-902010-5260-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$2,688,068
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau Executive Director	
1.13 Acknowledgement State of NH, County of Hillsborough On <u>May 9, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <b>DEBRA D. STOHRER</b> Notary Public - New Hampshire My Commission Expires November 18, 2020			
1.13.2 Name and Title of Notary or Justice of the Peace Debra Stohrer, Notary			
1.14 State Agency Signature  Date: <u>5/15/17</u>		1.15 Name and Title of State Agency Signatory <b>LISA MORRIS, DIRECTOR</b>	
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: <u>Megan A. York - Attorney 5/26/17</u>			
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 1.18, 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 or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. 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 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written 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.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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.

**2. STATEMENT OF WORK**

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
  - 2.2.1 Provide WIC services to the contracted caseload of 6,932 to include women, infants and children each month utilizing the StarLINC MIS system in the counties of Rockingham and Hillsborough.
  - 2.2.2 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
  - 2.2.3 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
  - 2.2.4 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.
  - 2.2.5 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:



## Exhibit A

- 2.2.5.1 Include national WIC enrollment and retention website ([www.signupwic.com](http://www.signupwic.com)) in outreach materials and on individual agency website;
- 2.2.5.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
- 2.2.5.3 Distribution of WIC informational booklets and referral materials;
- 2.2.5.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
- 2.2.5.5 Maintenance of participant waiting list, if appropriate;
- 2.2.5.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
- 2.2.5.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
- 2.2.5.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.6 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
  - 2.2.6.1 A minimum of twenty-five (25) enrolled participants;
  - 2.2.6.2 Nearby WIC-authorized food stores;
  - 2.2.6.3 Other community and health services that serve WIC eligible participants; and
  - 2.2.6.4 Available transportation for accessing the WIC clinic.
- 2.2.7 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.8 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.9 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.10 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.11 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.12 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.
- 2.2.13 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.



## Exhibit A

- 2.2.14 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
- 2.2.15 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
- 2.2.16 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
- 2.2.17 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
- 2.2.18 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract
- 2.2.19 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
- 2.2.20 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
- 2.2.21 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
- 2.2.22 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
- 2.2.23 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
- 2.2.24 Conduct special projects as appropriate funding is received.
- 2.2.25 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

### 3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30<sup>th</sup> of each contract year.
- 3.2 The Contractor shall provide a mid-year progress report no later than January 30<sup>th</sup> of each contract year.



## Exhibit A

- 3.3 The Contractor shall provide a year-end report no later than June 30<sup>th</sup> of each contract year.

### 4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

### 5. PERFORMANCE MEASURES

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department



### Exhibit A

and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:

- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3<sup>rd</sup> month of pregnancy.
  - 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5<sup>th</sup> birthday.
  - 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
  - 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
  - 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.
- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

#### Workplan Schedule

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019



Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, 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, B-2, B-3, and B-4.
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 sub-contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services  
129 Pleasant Street  
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 required additional approval of the Governor and Executive Council.

bc  
5/9/17

Exhibit B-1  
Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	711,377.84		711,377.84				711,377.84		711,377.84
2. Employee Benefits	231,708.09		231,708.09				231,708.09		231,708.09
3. Consultants	24,300.00		24,300.00				24,300.00		24,300.00
4. Equipment									
Rental									
Repair and Maintenance	1,300.00		1,300.00				1,300.00		1,300.00
Purchase/Operation									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical	18,000.00		18,000.00				18,000.00		18,000.00
Office	23,050.00		23,050.00				23,050.00		23,050.00
6. Travel	23,200.00		23,200.00				23,200.00		23,200.00
7. Contingency	63,400.00		63,400.00				63,400.00		63,400.00
8. Contract Expenses									
Telephone	18,700.00		18,700.00				18,700.00		18,700.00
Postage	3,798.00		3,798.00				3,798.00		3,798.00
Subscriptions									
Audit and Legal									
Insurance	3,000.00		3,000.00				3,000.00		3,000.00
Food Expenses									
9. Utilities									
10. Marketing/Communications									
11. Staff Education and Training	8,600.00		8,600.00				8,600.00		8,600.00
12. Indirect Cost		107,273.00	107,273.00					107,273.00	107,273.00
13. Other (specify statute mandatory)									
<b>TOTAL</b>	<b>1,178,831.73</b>	<b>107,273.00</b>	<b>1,286,104.73</b>				<b>1,178,831.73</b>	<b>107,273.00</b>	<b>1,286,104.73</b>

Indirect As A Percent of Direct 8.1%

Contractor Initial: [Signature]  
Date: 5/10/17

Exhibit B-2  
Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2017 to 06/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 42,129.99	\$ -	\$ 42,129.99	\$ -	\$ -	\$ -	\$ 42,129.99	\$ -	\$ 42,129.99
2. Employee Benefits	\$ 7,818.12	\$ -	\$ 7,818.12	\$ -	\$ -	\$ -	\$ 7,818.12	\$ -	\$ 7,818.12
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 3,066.00	\$ -	\$ 3,066.00	\$ -	\$ -	\$ -	\$ 3,066.00	\$ -	\$ 3,066.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Indirect Cost	\$ -	\$ 4,915.00	\$ 4,915.00	\$ -	\$ -	\$ -	\$ -	\$ 4,915.00	\$ 4,915.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 54,014.11	\$ 4,915.00	\$ 58,929.11	\$ -	\$ -	\$ -	\$ 54,014.11	\$ 4,915.00	\$ 58,929.11

Indirect As A Percent of Direct

9.1%

Contractor Initials: DL

Date: 5/9/17

Exhibit B-3  
Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2018 to 06/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH& contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 695,384.59	\$ -	\$ 695,384.59	\$ -	\$ -	\$ -	\$ 695,384.59	\$ -	\$ 695,384.59
2. Employee Benefits	\$ 295,248.30	\$ -	\$ 295,248.30	\$ -	\$ -	\$ -	\$ 295,248.30	\$ -	\$ 295,248.30
3. Consultants	\$ 24,918.00	\$ -	\$ 24,918.00	\$ -	\$ -	\$ -	\$ 24,918.00	\$ -	\$ 24,918.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
Office	\$ 23,050.00	\$ -	\$ 23,050.00	\$ -	\$ -	\$ -	\$ 23,050.00	\$ -	\$ 23,050.00
6. Travel	\$ 25,200.00	\$ -	\$ 25,200.00	\$ -	\$ -	\$ -	\$ 25,200.00	\$ -	\$ 25,200.00
7. Occupancy	\$ 65,400.00	\$ -	\$ 65,400.00	\$ -	\$ -	\$ -	\$ 65,400.00	\$ -	\$ 65,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 16,700.00	\$ -	\$ 16,700.00	\$ -	\$ -	\$ -	\$ 16,700.00	\$ -	\$ 16,700.00
Postage	\$ 3,298.00	\$ -	\$ 3,298.00	\$ -	\$ -	\$ -	\$ 3,298.00	\$ -	\$ 3,298.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00
12. Indirect Cost	\$ -	\$ 107,108.00	\$ 107,108.00	\$ -	\$ -	\$ -	\$ -	\$ 107,108.00	\$ 107,108.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 1,178,998.89</b>	<b>\$ 107,108.00</b>	<b>\$ 1,284,104.89</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,178,998.89</b>	<b>\$ 107,108.00</b>	<b>\$ 1,284,104.89</b>

Indirect As A Percent of Direct

9.1%

Contractor Initials:

Date: 5/9/17

Exhibit B-4  
Budget

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

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: BFPC - Breast Feeding Peer Council

Budget Period: 7/1/2018 to 06/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 42,409.11	\$ -	\$ 42,409.11	\$ -	\$ -	\$ -	\$ 42,409.11	\$ -	\$ 42,409.11
2. Employee Benefits	\$ 8,050.04	\$ -	\$ 8,050.04	\$ -	\$ -	\$ -	\$ 8,050.04	\$ -	\$ 8,050.04
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ -	\$ -	\$ 205.00	\$ -	\$ 205.00
6. Travel	\$ 2,850.00	\$ -	\$ 2,850.00	\$ -	\$ -	\$ -	\$ 2,850.00	\$ -	\$ 2,850.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Indirect Cost	\$ -	\$ 4,915.00	\$ 4,915.00	\$ -	\$ -	\$ -	\$ -	\$ 4,915.00	\$ 4,915.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 54,014.15	\$ 4,915.00	\$ 58,929.15	\$ -	\$ -	\$ -	\$ 54,014.15	\$ 4,915.00	\$ 58,929.15

Indirect As A Percent of Direct

9.1%

Contractor Initials: *W*

Date: 5/9/17



**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. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the 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.



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



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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. 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 GRANTEEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-5160 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

DL  
5/9/17

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;

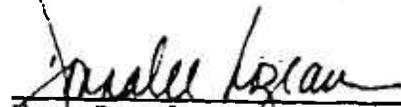
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements 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: Southern New Hampshire Services

May 9 2017  
Date

  
Name: Donnalee Lobbau  
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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Southern New Hampshire Services

May 9 2017  
Date

Name: Donnalee Lordeau  
Title: Executive Director

DL  
Date 5/9/17



**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



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 (I)(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: Southern New Hampshire Services

May 9, 2017  
Date

Name: Donna Lee Bzeau  
Title: Executive Director

Contractor Initials

Date 5/9/17



**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 6108-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

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

Contractor Initials

*[Handwritten Signature]*

5/9/17

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.

May 9, 2017  
Date

Contractor Name: Southern New Hampshire Services

Donna Lee Lozeau  
Name: Donna Lee Lozeau  
Title: Executive Director

Exhibit G

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

Contractor Initials DL

Date 5/9/17



**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: Southern New Hampshire Services

May 9, 2017  
Date

  
Name: Donna Lee Lozada  
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.

*[Handwritten Signature]*  
5/9/17



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



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 (I). 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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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 164.526.
- 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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5/9/17



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.

3/2014

Contractor Initials

Date

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5/9/17



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]  
 Signature of Authorized Representative  
LUA MORRIS  
 Name of Authorized Representative  
Director, DPHS  
 Title of Authorized Representative  
5/15/17  
 Date

Southern New Hampshire Services  
 Name of the Contractor  
[Signature]  
 Signature of Authorized Representative  
Bonnalee Lozeau  
 Name of Authorized Representative  
Executive Director  
 Title of Authorized Representative  
May 9-2017  
 Date



**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: Southern New Hampshire Services

May 9, 2017  
Date

  
Name: Donnalee Loxau  
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: 088584065
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

       NO                        X   YES

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

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

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

       NO                        X   YES

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

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

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

Name: _____	Amount: _____

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5/9/17

**State of New Hampshire  
Department of Health and Human Services  
Amendment #6**

This Amendment to the WIC and Breastfeeding Peer Counseling Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14), as amended on April 17, 2019 (Item #23), as amended on June 5, 2019 (Item #27), as amended and approved by the Governor on July 10, 2020 and presented to the Governor and Council on August 5, 2020 (Informational Item #G), and as most recently amended on June 16, 2021 (Item #33), 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 General Provisions, Section 3, 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 increase the price limitation 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 1.8, Price Limitation, to read:  
\$2,039,255
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director
3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-8, Budget – Amendment #6, SFY 2023 BFPC Services.
4. Modify Exhibit B-7, Budget – Amendment #5, SFY 2023 WIC Services, by replacing it in its entirety with Exhibit B-7, Budget – Amendment #6, SFY 2023 WIC Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-8, Budget – Amendment #5, SFY 2023 BFPC Services, by replacing it in its entirety with Exhibit B-8, Budget – Amendment #6, SFY 2023 BFPC Services, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

11/7/2022  
\_\_\_\_\_  
Date

State of New Hampshire  
Department of Health and Human Services  
DocuSigned by:  
Patricia M. Tilley  
Name: Patricia M. Tilley  
Title: Director

11/4/2022  
\_\_\_\_\_  
Date

Southwestern Community Services, Inc.  
DocuSigned by:  
Beth Daniels  
Name: Beth Daniels  
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

11/7/2022

Date

DocuSigned by:

*Robyn Guarino*

Name: Robyn Guarino

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-7 Amendment #6

## BUDGET FORM

## New Hampshire Department of Health and Human Services

Bidder Name: Southwestern Community ServicesBudget Request for: WIC Program

(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 193,104.00		\$ 193,104.00	
2. Employee Benefits	\$ 71,952.00		\$ 71,952.00	
3. Consultants	\$ -		\$ -	
4. Equipment:	\$ -		\$ -	
Rental	\$ -		\$ -	
Repair and Maintenance	\$ -		\$ -	
Purchase/Depreciation	\$ 8,500.00		\$ 8,500.00	
5. Supplies:	\$ 2,000.00		\$ 2,000.00	
Educational	\$ -		\$ -	
Lab	\$ -		\$ -	
Pharmacy	\$ -		\$ -	
Medical	\$ -		\$ -	
Office	\$ -		\$ -	
6. Travel	\$ 8,000.00		\$ 8,000.00	
7. Occupancy	\$ 23,615.00		\$ 23,615.00	
8. Current Expenses	\$ 13,053.00		\$ 13,053.00	
Telephone	\$ -		\$ -	
Postage	\$ -		\$ -	
Subscriptions	\$ -		\$ -	
Audit and Legal	\$ -		\$ -	
Insurance	\$ -		\$ -	
Board Expenses	\$ -		\$ -	
9. Software	\$ 8,507.00		\$ 8,507.00	
10. Marketing/Communications	\$ -		\$ -	
11. Staff Education and Training	\$ 1,000.00		\$ 1,000.00	
12. Subcontracts/Agreements	\$ -		\$ -	
13. Other (specific details mandatory):	\$ -		\$ -	
14. Indirect at 12% approved	\$ -	\$ 18,880.00	\$ 18,880.00	
NWA Conference support	\$ 2,000.00		\$ 2,000.00	
Teletask	\$ 1,800.00		\$ 1,800.00	
WIC Annual Forum	\$ 2,500.00		\$ 2,500.00	
<b>TOTAL</b>	<b>\$ 308,141.00</b>	<b>\$ 18,880.00</b>	<b>\$ 354,911.00</b>	

Indirect As A Percent of Direct

6.1%

Contractor Initials

Date: 11/4/2022

**Exhibit B-8 Amendment #6**

**BUDGET FORM**

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

Bidder Name: Southwestern Community Services

Budget Request for: Breastfeeding Peer Counselor Program  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 16,675.00	\$ -	\$ 16,675.00	
2. Employee Benefits	\$ 2,064.00	\$ -	\$ 2,064.00	
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	\$ 1,200.00	\$ -	\$ 1,200.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 19,939.00</b>	<b>\$ -</b>	<b>\$ 19,939.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials DS  
BD

Southwestern Community Services Inc.  
RFP 2018 DPHS 11 SPECI-04 A06  
Exhibit B 8 Amendment #6

Date 11/4/2022

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 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: 65514

Certificate Number: 0005755656



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTE  
(Corporate Authority)**

I, Kevin Watterson, Clerk/Secretary of Southwestern Community Services, Inc.  
(Name) (Corporation name)

(Hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(State)  
elected and acting ~~Clerk/Secretary~~/Officer of the Corporation; (2) I maintain and have custody and am familiar  
with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the  
contents of such books; (4) that the Board of Directors of the Corporation have authorized, on June 18, 2021,  
such authority

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

Beth Daniels  
(Name)

Chief Executive Officer  
(Position)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)

(5) The meeting of the Board of Directors was held in accordance with New Hampshire  
(State of incorporation)

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded  
and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section  
of authorizing by-law must be attached.

Kevin D. Watterson  
Signature of Elected Officer

Name: Kevin Watterson  
Title: Chair, Board of Directors

STATE OF NEW HAMPSHIRE  
COUNTY OF CHESHIRE

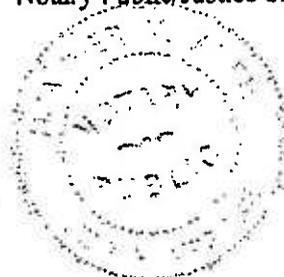
On this 4<sup>th</sup> day of November, 2022, before me, Heather Amer the undersigned Officer, personally  
appeared Kevin Watterson who acknowledged himself to be the Officer of Southwestern  
Community Services, Inc., a corporation and that he as such Officer being authorized to do so, executed the  
foregoing instrument for the purposes therein contained.

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

Heather Amer  
Notary Public/Justice of the Peace

Commission Expiration Date:

**HEATHER M. AMER - Notary Public**  
State of New Hampshire  
My Commission Expires June 10, 2025







**Southwestern Community Services**

People helping people in Cheshire and Sullivan Counties since 1965

#### **Mission Statement**

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

*Financial Statements*

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**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**AND RELATED COMPANIES**

**COMBINED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED MAY 31, 2021**  
**AND**  
**INDEPENDENT ACCOUNTANTS' COMPILATION REPORT**

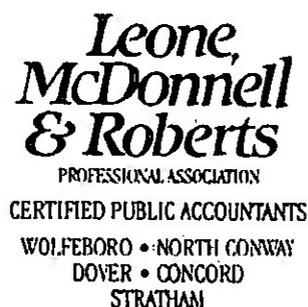
**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**COMBINED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED MAY 31, 2021**

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

**INDEPENDENT ACCOUNTANTS' COMPILATION REPORT**

Management is responsible for the accompanying combined financial statements of Southwestern Community Services, Inc. and related companies, which comprise the combined balance sheet as of May 31, 2021, and the related combined statements of operations and partners' equity / net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the combined financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these combined financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the combined financial statements, they might influence the user's conclusions about the companies' financial position, results of operations / changes in net assets, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information on pages 5 through 7 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

*Leone McDonnell & Roberts  
Professional Association*

October 22, 2021  
Wolfeboro, New Hampshire

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES****COMBINED BALANCE SHEET  
MAY 31, 2021****ASSETS****CURRENT ASSETS**

Cash and cash equivalents	\$ 2,104,564
Accounts receivable	1,790,071
Prepaid expenses	286,375
Notes receivable	<u>2,357</u>

Total current assets	<u>4,183,367</u>
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**PROPERTY**

Land and buildings	67,205,538
Vehicles and equipment	565,380
Furniture and fixtures	<u>2,210,902</u>

Total property	69,981,820
Less accumulated depreciation	<u>27,400,820</u>

Property, net	<u>42,581,000</u>
---------------	-------------------

**OTHER ASSETS**

Investment in related parties	138,001
Due from related parties	55,138
Cash escrow and reserve funds	3,933,351
Security deposits	218,806
Other assets	<u>384</u>

Total other assets	<u>4,345,680</u>
--------------------	------------------

Total assets	<u>\$ 51,110,047</u>
--------------	----------------------

**LIABILITIES AND PARTNERS' EQUITY / NET ASSETS****CURRENT LIABILITIES**

Accounts payable	\$ 347,265
Accrued expenses	376,938
Accrued payroll and payroll taxes	244,003
Other current liabilities	148,854
Refundable advances / prepaid rent	746,090
Current portion of long term debt	<u>142,174</u>

Total current liabilities	<u>2,005,324</u>
---------------------------	------------------

**NONCURRENT LIABILITIES**

Long term debt, less current portion shown above	33,687,629
Economic Injury Disaster Loan	150,000
Tenant security deposits	<u>112,221</u>

Total noncurrent liabilities	<u>33,949,850</u>
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Total liabilities	<u>35,955,174</u>
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**PARTNERS' EQUITY / NET ASSETS**

Partners' equity	13,763,854
Transferred capital	(2,853,948)
Net assets without donor restrictions	3,589,018
Net assets with donor restrictions	<u>655,849</u>

Total partners' equity / net assets	<u>15,154,873</u>
-------------------------------------	-------------------

Total liabilities and partners' equity / net assets	<u>\$ 51,110,047</u>
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See Independent Accountants' Compilation Report

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES****COMBINED STATEMENT OF OPERATIONS AND PARTNERS' EQUITY / NET ASSETS  
FOR THE YEAR ENDED MAY 31, 2021**

<b>REVENUES AND OTHER SUPPORT</b>	
Government contracts	\$ 14,451,497
Program service fees	2,708,903
Rental income	4,245,966
Support	601,638
Sponsorship	21,703
Interest income	1,402
Forgiveness of debt	518,501
Miscellaneous revenue	301,541
In-kind contributions	<u>65,414</u>
Total revenues and other support	<u>22,916,565</u>
<b>EXPENSES</b>	
<b>Program services</b>	
Home energy programs	5,559,497
Education and nutrition	2,602,661
Homeless programs	5,398,535
Housing services	4,038,572
Economic development services	621,784
Other programs	<u>742,010</u>
Total program services	18,063,859
<b>Supporting activities</b>	
Management and general	<u>2,351,218</u>
Total expenses	<u>21,315,077</u>
<b>INCOME FROM OPERATIONS BEFORE DEPRECIATION AND OTHER REVENUES AND EXPENSES</b>	<u>1,601,488</u>
<b>DEPRECIATION AND OTHER REVENUES AND EXPENSES</b>	
Depreciation	(2,337,490)
Loss on investment in limited partnerships	<u>(60,897)</u>
Total depreciation and other revenues and expenses	<u>(2,398,387)</u>
<b>NET LOSS / CHANGE IN NET ASSETS</b>	(796,899)
<b>PARTNERS' EQUITY / NET ASSETS, BEGINNING OF YEAR</b>	16,103,809
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	<u>(152,037)</u>
<b>PARTNERS' EQUITY / NET ASSETS, END OF YEAR</b>	<u>\$ 15,154,873</u>

See Independent Accountants' Compilation Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIESCOMBINED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED MAY 31, 2021

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Net loss / change in net assets	\$ (796,899)
Adjustments to reconcile net loss / changes in net assets to net cash from operating activities:	
Depreciation and amortization	2,337,490
Loss on investment in limited partnerships	60,897
Forgiveness of debt	(518,501)
(Increase) decrease in assets:	
Accounts receivable	(579,761)
Prepaid expenses	5,138
Due from related parties	3,929
Security deposits	(4,041)
Increase (decrease) in liabilities:	
Accounts payable	(9,415)
Accrued expenses	41,390
Accrued payroll and payroll taxes	15,609
Other current liabilities	(300)
Refundable advances / prepaid rent	436,256
Tenant security deposits	987
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>992,779</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchase of property	<u>(509,079)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(509,079)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Proceeds from long term debt	85,000
Repayment of long term debt	(476,467)
Proceeds from Economic Injury Disaster Loan	150,000
Distributed partner capital	<u>(152,334)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(393,801)</u>
<b>NET INCREASE IN CASH AND RESTRICTED CASH</b>	89,899
<b>CASH AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<u>5,948,016</u>
<b>CASH AND RESTRICTED CASH, END OF YEAR</b>	<u>\$ 6,037,915</u>

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**  
**COMBINED BALANCE SHEET**  
**MAY 31, 2021**

	SCS, Inc. and related entities	Meadow Road	Page Household	Senior Citizens	Woodhill	Northborough Homes	Physan Village	Hatfield Square	Woodcrest Drive	Croville	Kenns Hillside	Warwick	2021
<b>CURRENT ASSETS</b>													
Cash and cash equivalents	\$ 1,722,941	\$ 1,807	\$ 3,881	\$ 1,781	\$ 11,783	\$ 27,894	\$ 11,282	\$ 124,858	\$ 4,348	\$ 144,940	\$ -	\$ -	\$ 2,104,264
Accounts receivable	1,781,838	-	4,992	-	-	3,378	88	-	-	-	-	-	1,788,071
Prepaid expenses	82,428	6,843	6,714	4,364	81,858	24,848	38,828	7,009	47,053	29,808	-	-	266,773
Notes receivable	2,257	-	-	-	-	-	-	-	-	-	-	-	2,257
<b>Total current assets</b>	<b>\$ 3,690,264</b>	<b>\$ 8,650</b>	<b>\$ 15,588</b>	<b>\$ 6,145</b>	<b>\$ 105,699</b>	<b>\$ 56,918</b>	<b>\$ 47,078</b>	<b>\$ 131,916</b>	<b>\$ 51,201</b>	<b>\$ 174,748</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,181,267</b>
<b>PROPERTY</b>													
Land and buildings	28,837,988	3,823,373	6,143,977	1,860,064	3,238,729	4,412,908	4,199,808	4,908,818	4,808,734	3,733,488	-	-	67,305,339
Vehicles and equipment	855,368	-	-	-	-	-	-	-	-	-	-	-	855,368
Furniture and fixtures	824,441	15,487	20,718	28,438	10,221	290,726	215,208	207,278	114,292	245,872	-	-	2,713,922
<b>Total property</b>	<b>30,437,897</b>	<b>3,838,860</b>	<b>6,174,703</b>	<b>1,888,464</b>	<b>3,248,950</b>	<b>4,703,634</b>	<b>4,415,016</b>	<b>5,116,096</b>	<b>4,923,026</b>	<b>3,979,360</b>	<b>-</b>	<b>-</b>	<b>70,863,622</b>
Less accumulated depreciation	14,821,822	1,823,783	1,918,152	1,218,871	730,884	1,495,321	1,374,203	2,208,118	752,281	1,125,617	-	-	27,409,829
<b>Property, net</b>	<b>\$ 15,616,075</b>	<b>\$ 2,115,077</b>	<b>\$ 4,256,551</b>	<b>\$ 669,593</b>	<b>\$ 2,518,066</b>	<b>\$ 3,208,313</b>	<b>\$ 3,040,813</b>	<b>\$ 2,907,978</b>	<b>\$ 4,170,745</b>	<b>\$ 2,853,743</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 43,453,793</b>
<b>OTHER ASSETS</b>													
Investment in related parties	138,001	-	-	-	-	-	-	-	-	-	-	-	138,001
Due from related parties	50,138	-	-	-	-	-	-	-	-	-	-	-	50,138
Cash reserves and reserve funds	1,471,741	308,521	447,578	113,184	133,137	304,770	158,877	303,488	474,880	308,580	-	-	3,825,351
Security deposits	108,789	8,281	13,291	8,977	18,821	15,487	18,080	16,150	7,008	15,821	-	-	218,808
Other assets	284	-	-	-	-	-	-	-	-	-	-	-	284
<b>Total other assets</b>	<b>1,771,054</b>	<b>316,802</b>	<b>468,778</b>	<b>122,171</b>	<b>251,738</b>	<b>320,247</b>	<b>173,757</b>	<b>218,618</b>	<b>531,788</b>	<b>229,887</b>	<b>-</b>	<b>-</b>	<b>5,255,969</b>
<b>Total assets</b>	<b>\$ 21,159,477</b>	<b>\$ 2,499,249</b>	<b>\$ 3,724,420</b>	<b>\$ 792,801</b>	<b>\$ 4,818,452</b>	<b>\$ 3,874,201</b>	<b>\$ 3,278,805</b>	<b>\$ 3,228,875</b>	<b>\$ 4,721,477</b>	<b>\$ 3,233,243</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,110,017</b>
<b>LIABILITIES AND PARTNER'S EQUITY / NET ASSETS (DEFICIT)</b>													
<b>CURRENT LIABILITIES</b>													
Accounts payable	\$ 840,286	\$ 28,211	\$ 18,844	\$ 21,707	\$ 3,323	\$ 4,882	\$ 5,808	\$ 2,801	\$ 20,088	\$ 2,378	\$ -	\$ -	\$ 847,285
Accounts receivable	120,074	-	-	-	-	-	-	181,180	43,714	-	-	-	306,978
Accrued payroll and payroll taxes	244,000	-	-	-	-	-	-	-	-	-	-	-	244,000
Other current liabilities	148,884	-	-	-	-	-	-	-	-	-	-	-	148,884
Refundable advances / prepaid rent	728,988	1,841	-	1,838	2,947	-	-	1,162	3,380	3,180	-	-	740,086
Current portion of long term debt	143,174	-	-	-	-	-	-	-	-	-	-	-	143,174
<b>Total current liabilities</b>	<b>1,673,848</b>	<b>27,732</b>	<b>18,844</b>	<b>23,545</b>	<b>6,270</b>	<b>4,882</b>	<b>6,808</b>	<b>189,870</b>	<b>67,189</b>	<b>5,738</b>	<b>-</b>	<b>-</b>	<b>2,025,215</b>
<b>NONCURRENT LIABILITIES</b>													
Long term debt, less current portion shown above	11,328,411	3,823,800	5,166,300	1,338,489	1,232,484	1,818,868	2,839,421	1,116,000	2,883,465	2,053,960	-	-	23,805,828
Economic Injury Disaster Loan	180,000	-	-	-	-	-	-	-	-	-	-	-	180,000
Tenant security deposits	-	8,227	13,120	8,572	13,821	15,423	16,957	18,029	7,827	19,222	-	-	112,221
<b>Total noncurrent liabilities</b>	<b>11,508,411</b>	<b>3,832,027</b>	<b>5,179,420</b>	<b>1,347,061</b>	<b>1,246,265</b>	<b>1,834,291</b>	<b>2,856,378</b>	<b>1,134,029</b>	<b>2,891,292</b>	<b>2,073,182</b>	<b>-</b>	<b>-</b>	<b>24,004,428</b>
<b>Total liabilities</b>	<b>\$ 13,182,259</b>	<b>\$ 3,659,759</b>	<b>\$ 5,198,264</b>	<b>\$ 1,369,606</b>	<b>\$ 2,772,715</b>	<b>\$ 1,638,921</b>	<b>\$ 2,872,324</b>	<b>\$ 1,795,878</b>	<b>\$ 2,871,629</b>	<b>\$ 2,674,804</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,029,643</b>
<b>PARTNER'S EQUITY / NET ASSETS (DEFICIT)</b>													
Partner's equity	-	-	-	-	3,545,988	2,808,277	421,801	2,012,800	1,738,821	1,158,738	1,807,887	848,341	13,783,954
Transferred capital	-	-	-	-	-	-	-	-	-	-	-	-	(2,823,842)
Net assets (deficit) without donor restrictions	7,813,988	(1,478,828)	(1,689,244)	(1,098,873)	-	-	-	-	-	(1,807,887)	(848,341)	-	3,289,914
Net assets with donor restrictions	715,343	-	220,220	180,828	-	-	-	-	-	-	-	-	856,391
<b>Total partner's equity / net assets (deficit)</b>	<b>\$ 8,529,331</b>	<b>\$ (1,478,828)</b>	<b>\$ (1,469,024)</b>	<b>\$ (918,045)</b>	<b>\$ 3,545,988</b>	<b>\$ 2,808,277</b>	<b>\$ 421,801</b>	<b>\$ 2,012,800</b>	<b>\$ 1,738,821</b>	<b>\$ 1,158,738</b>	<b>\$ 1,807,887</b>	<b>\$ 848,341</b>	<b>\$ 15,134,877</b>
<b>Total liabilities and partner's equity / net assets (deficit)</b>	<b>\$ 21,129,477</b>	<b>\$ 2,499,249</b>	<b>\$ 3,724,420</b>	<b>\$ 792,801</b>	<b>\$ 4,818,452</b>	<b>\$ 3,874,201</b>	<b>\$ 3,278,805</b>	<b>\$ 3,228,875</b>	<b>\$ 4,721,477</b>	<b>\$ 3,233,243</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,110,017</b>

**MONTGOMERY COMMUNITY SERVICES, INC. AND RELATED COMPANIES**  
**CONSOLIDATED STATEMENT OF OPERATIONS AND PARTNERS' EQUITY / NET ASSETS (DEFICIT)**  
**FOR THE YEAR ENDED MAY 31, 2021**

**ACS Inc. and related entities**

	Without Donor Restrictions	With Donor Restrictions	Total	Member Fund	Pass Through	Senior Citizens	Proteck	Marathon Care	Paycom Yield	Refined Rings	Woodrow Dodge	Capital	Home Medical	Woods	2021
<b>REVENUE AND OTHER SUPPORT</b>															
Development contracts	\$ 14,451,487	\$ -	\$ 14,451,487	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,451,487
Program service fees	2,708,933	-	2,708,933	-	-	-	-	-	-	-	-	-	-	-	2,708,933
Rental income	1,887,741	-	1,887,741	213,404	268,768	177,818	387,082	211,208	246,307	218,813	882,341	357,863	29,343	112,177	4,242,086
Subsidy	482,514	138,024	620,538	-	-	-	-	-	-	-	-	-	-	-	620,538
Sponsorship	21,283	-	21,283	-	-	-	-	-	-	-	-	-	-	-	21,283
Interest income	1,427	-	1,427	-	-	-	-	-	-	-	-	-	-	-	1,427
Fiduciary fee of trust	518,851	-	518,851	-	-	-	-	-	-	-	-	-	-	-	518,851
Miscellaneous revenue	239,486	-	239,486	3,987	9,232	4,245	1,924	10,251	18,880	4,288	8,224	8,241	88	4,922	329,241
W-4ing contributions	50,215	-	50,215	-	-	-	-	-	-	-	-	-	-	-	50,215
<b>Total revenue and other support</b>	<b>20,129,120</b>	<b>176,024</b>	<b>20,305,144</b>	<b>217,391</b>	<b>278,000</b>	<b>182,063</b>	<b>389,006</b>	<b>222,059</b>	<b>265,187</b>	<b>223,093</b>	<b>892,724</b>	<b>373,104</b>	<b>29,343</b>	<b>113,107</b>	<b>67,418,808</b>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<b>65,147</b>	<b>(65,147)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total revenue, other income, and net assets released from restrictions</b>	<b>20,194,267</b>	<b>110,877</b>	<b>20,305,144</b>	<b>217,391</b>	<b>278,000</b>	<b>182,063</b>	<b>389,006</b>	<b>222,059</b>	<b>265,187</b>	<b>223,093</b>	<b>892,724</b>	<b>373,104</b>	<b>29,343</b>	<b>113,107</b>	<b>67,418,808</b>
<b>EXPENSES</b>															
Program services															
Home care programs	1,509,497	-	1,509,497	-	-	-	-	-	-	-	-	-	-	-	1,509,497
Education and training	2,832,881	-	2,832,881	-	-	-	-	-	-	-	-	-	-	-	2,832,881
Nonprofit operations	5,208,536	-	5,208,536	-	-	-	-	-	-	-	-	-	-	-	5,208,536
Healthcare services	2,210,918	-	2,210,918	153,722	183,871	108,228	178,212	142,438	182,481	178,887	371,288	148,887	38,138	88,417	4,838,772
Economic development services	621,784	-	621,784	-	-	-	-	-	-	-	-	-	-	-	621,784
Other programs	752,412	-	752,412	-	-	-	-	-	-	-	-	-	-	-	752,412
<b>Total program services</b>	<b>17,326,002</b>	<b>-</b>	<b>17,326,002</b>	<b>153,722</b>	<b>183,871</b>	<b>108,228</b>	<b>178,212</b>	<b>142,438</b>	<b>182,481</b>	<b>178,887</b>	<b>371,288</b>	<b>148,887</b>	<b>38,138</b>	<b>88,417</b>	<b>18,883,889</b>
Supporting activities															
Management and general	1,729,459	-	1,729,459	53,132	77,124	83,020	98,822	38,822	28,724	45,881	128,384	49,227	8,264	12,721	2,251,211
<b>Total expenses</b>	<b>19,055,461</b>	<b>-</b>	<b>19,055,461</b>	<b>206,854</b>	<b>260,995</b>	<b>191,248</b>	<b>277,034</b>	<b>181,260</b>	<b>211,205</b>	<b>224,768</b>	<b>500,702</b>	<b>198,114</b>	<b>46,402</b>	<b>101,138</b>	<b>21,135,077</b>
<b>INCOME FROM OPERATIONS BEFORE DEPRECIATION AND OTHER REVENUE AND EXPENSES</b>	<b>1,138,806</b>	<b>110,877</b>	<b>1,249,683</b>	<b>10,537</b>	<b>18,005</b>	<b>90,815</b>	<b>111,972</b>	<b>40,799</b>	<b>53,982</b>	<b>48,306</b>	<b>391,936</b>	<b>174,990</b>	<b>3,941</b>	<b>12,970</b>	<b>4,583,731</b>
<b>DEPRECIATION AND OTHER REVENUE AND EXPENSES</b>															
Depreciation	(708,180)	-	(708,180)	(126,422)	(188,787)	(82,472)	(188,280)	(182,088)	(123,810)	(118,874)	(141,837)	(85,884)	(84,818)	(78,911)	(2,227,480)
Loss on investments in limited partnerships	(80,827)	-	(80,827)	-	-	-	-	-	-	-	-	-	-	-	(80,827)
<b>Total depreciation and other revenue and expenses</b>	<b>(789,007)</b>	<b>-</b>	<b>(789,007)</b>	<b>(126,422)</b>	<b>(188,787)</b>	<b>(82,472)</b>	<b>(188,280)</b>	<b>(182,088)</b>	<b>(123,810)</b>	<b>(118,874)</b>	<b>(141,837)</b>	<b>(85,884)</b>	<b>(84,818)</b>	<b>(78,911)</b>	<b>(2,308,307)</b>
<b>NET LOSS / CHANGE IN NET ASSETS (DEFICIT)</b>	<b>349,799</b>	<b>110,877</b>	<b>460,676</b>	<b>(115,885)</b>	<b>(170,782)</b>	<b>(91,657)</b>	<b>(76,308)</b>	<b>(141,289)</b>	<b>(67,827)</b>	<b>(70,572)</b>	<b>(48,891)</b>	<b>(12,894)</b>	<b>(80,877)</b>	<b>(65,941)</b>	<b>(2,284,646)</b>
<b>PARTNERS' EQUITY / NET ASSETS (DEFICIT), BEGINNING OF YEAR</b>	<b>1,788,637</b>	<b>144,472</b>	<b>1,933,109</b>	<b>(1,828,824)</b>	<b>(1,373,122)</b>	<b>(775,448)</b>	<b>2,708,848</b>	<b>2,182,222</b>	<b>518,274</b>	<b>2,188,917</b>	<b>1,824,538</b>	<b>1,214,507</b>	<b>1,388,937</b>	<b>888,288</b>	<b>16,103,859</b>
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	<b>2,854,251</b>	<b>-</b>	<b>2,854,251</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(28,822)</b>	<b>82,812</b>	<b>(11,229)</b>	<b>22,812</b>	<b>(48,222)</b>	<b>(28,222)</b>	<b>(1,222,222)</b>	<b>(228,222)</b>	<b>(1,122,222)</b>
<b>PARTNERS' EQUITY / NET ASSETS (DEFICIT), END OF YEAR</b>	<b>\$ 2,133,336</b>	<b>\$ 144,472</b>	<b>\$ 2,277,808</b>	<b>\$ (1,828,824)</b>	<b>\$ (1,373,122)</b>	<b>\$ (775,448)</b>	<b>\$ 2,679,976</b>	<b>\$ 2,271,000</b>	<b>\$ 507,045</b>	<b>\$ 2,211,345</b>	<b>\$ 1,776,316</b>	<b>\$ 1,186,285</b>	<b>\$ 1,166,715</b>	<b>\$ 822,347</b>	<b>\$ 14,981,217</b>

**ROUTING AND COMMUNITY SERVICES, INC. AND RELATED COMPANIES**  
**COMBINED STATEMENT OF CASH FLOWS**  
**FOR THE YEARS ENDED MAY 31, 2021**

	RCR, Inc. and related entities	Madison East	Proteo Hematoid	Banker Chicago	Yonkers	Northborough Mass	Payson Village	Railroad Boston	Woodstock City	Chicopee	Northfield	Warehills	2021
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>													
Change in net assets (deficit)	\$ 260,000	\$ (134,806)	\$ (175,722)	\$ (90,424)	\$ (124,126)	\$ (127,432)	\$ (78,862)	\$ (173,705)	\$ (40,782)	\$ (18,944)	\$ (61,300)	\$ (40,324)	\$ (774,889)
Adjustments to reconcile changes in net assets (deficit) to net cash from operating activities													
Depreciation and amortization	808,928	136,428	148,787	87,422	162,880	162,060	123,819	178,474	141,837	68,806	94,819	78,911	2,327,493
Loss on investment in limited partnership	88,287	-	-	-	-	-	-	-	-	-	-	-	88,287
Loss on investment in limited partnership	(118,701)	-	-	-	-	-	-	-	-	-	-	-	(118,701)
Provision for doubtful accounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Provision for doubtful accounts	(940,204)	-	-	-	-	(7,718)	-	-	7,887	-	719	(147)	(378,781)
Provision for doubtful accounts	31,544	-	(338)	191	(11,882)	7,881	3,363	(725)	1,818	4,824	(18,348)	(7,482)	5,138
Due from related parties	3,275	-	-	-	-	-	-	-	-	-	-	-	3,275
Security deposits	(2,242)	106	(828)	(708)	303	(988)	1,788	(648)	138	(1,946)	-	-	(4,641)
Interest (expense) on facilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts payable	22,048	7,227	9,387	18,770	(26,782)	(3,982)	(8,881)	41	9,154	(24,788)	4,322	(2,404)	(8,148)
Accounts payable	38,888	-	-	-	-	-	-	11,328	-	-	-	-	49,372
Accounts payable and prepaid taxes	16,809	-	-	-	-	-	-	-	-	-	-	-	16,809
Other current liabilities	1,409	-	-	-	-	-	-	-	-	-	-	-	1,409
Accounts receivable / prepaid rent	438,948	877	(4,828)	287	(8,844)	-	(1,862)	1,814	-	877	1,381	(2,882)	438,948
Toward security deposits	-	(150)	827	228	(527)	892	(1,725)	848	(1,25)	827	-	-	892
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>613,811</b>	<b>1,291</b>	<b>14,265</b>	<b>11,202</b>	<b>19,728</b>	<b>32,832</b>	<b>26,417</b>	<b>14,172</b>	<b>118,817</b>	<b>53,925</b>	<b>(18,227)</b>	<b>18,722</b>	<b>959,770</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>													
Purchase of property	(428,459)	(6,777)	(4,872)	(8,429)	(2,829)	-	(18,828)	(2,854)	(24,728)	(1,825)	-	-	(509,872)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<b>(428,459)</b>	<b>(6,777)</b>	<b>(4,872)</b>	<b>(8,429)</b>	<b>(2,829)</b>	<b>-</b>	<b>(18,828)</b>	<b>(2,854)</b>	<b>(24,728)</b>	<b>(1,825)</b>	<b>-</b>	<b>-</b>	<b>(509,872)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>													
Proceeds from long term debt	88,000	-	-	-	-	-	-	-	-	-	-	-	88,000
Repayment of long term debt	(272,032)	-	-	(4,000)	(77,487)	-	(28,882)	-	(8,131)	(30,088)	(2,012)	-	(478,487)
Proceeds from Statewide Injury Disaster Loan	188,000	-	-	-	-	-	-	-	-	-	-	-	188,000
Dividend partner credit	-	-	-	-	(28,827)	(5,417)	(18,020)	(7,412)	(48,245)	(28,827)	-	-	(135,751)
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	<b>(7,032)</b>	<b>-</b>	<b>-</b>	<b>(4,000)</b>	<b>(114,224)</b>	<b>(33,817)</b>	<b>(46,872)</b>	<b>(14,812)</b>	<b>(118,995)</b>	<b>(81,820)</b>	<b>32,819</b>	<b>-</b>	<b>(285,651)</b>
<b>NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH</b>	<b>210,480</b>	<b>1,804</b>	<b>9,393</b>	<b>(1,227)</b>	<b>(8,931)</b>	<b>(1,000)</b>	<b>(39,283)</b>	<b>8,367</b>	<b>(14,775)</b>	<b>(18,228)</b>	<b>(14,308)</b>	<b>18,810</b>	<b>89,000</b>
<b>CASH AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<b>2,210,620</b>	<b>208,721</b>	<b>448,622</b>	<b>117,228</b>	<b>111,854</b>	<b>208,148</b>	<b>278,129</b>	<b>421,844</b>	<b>448,711</b>	<b>873,128</b>	<b>848,122</b>	<b>223,829</b>	<b>8,244,818</b>
<b>CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	<b>771,851</b>	<b>-</b>	<b>(9,253)</b>	<b>(223,289)</b>	<b>-</b>								
<b>CASH AND RESTRICTED CASH, END OF YEAR</b>	<b>\$ 2,982,501</b>	<b>\$ 210,525</b>	<b>\$ 458,015</b>	<b>\$ 116,001</b>	<b>\$ 102,923</b>	<b>\$ 207,148</b>	<b>\$ 188,846</b>	<b>\$ 430,151</b>	<b>\$ 428,941</b>	<b>\$ 854,900</b>	<b>\$ 838,869</b>	<b>\$ 224,540</b>	<b>\$ 8,273,818</b>

Southwestern Community Services, Inc.  
Board of Directors - 2022 Composition

CHESHIRE COUNTY

SULLIVAN COUNTY

CONSTITUENT  
SECTOR

**Ron Nason**  
SCS Tenant

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

**Heather Cameron**  
Head Start Policy Council  
Parent Representative

**Anne Beattie**  
Newport Service Organization

PRIVATE  
SECTOR

**Kevin Watterson, Chair**  
Clarke Companies (*retired*)

**David Edkins, Vice-Chair**  
Town of Walpole

**Dominic Perkins, Secretary**  
Savings Bank of Walpole

**Kerry Belknap Morris, M.Ed.**  
Early Childhood Education  
River Valley Community College

PUBLIC  
SECTOR

**Jay Kahn**  
State Senator, District 10

**Derek Ferland**  
Sullivan County Manager

**Andy Bohannon**  
Parks, Recreation and Facilities  
Director  
City of Keene

**Liz Emerson**  
Planning and Zoning  
Administrator  
Town of Charlestown

**Beth Daniels**

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**Experience**

***Southwestern Community Services, Inc., Keene, NH***

***Chief Executive Officer*** 07/2021 – Present

- Oversight of agency
- Working closely with the Board of Directors
- Supervision of Senior Staff
- Agency compliance

***Chief Operating Officer*** 03/2016 – 07/2021

- Oversight for all general operations of the agency
- Supervision of Program Directors
- Agency-wide initiatives
- Grant compliance

***Director of Energy and Employment Programs*** 10/2008 – 02/2015

- Oversee all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance, Weatherization, HRRP, CORE, and Assurance 16 as well as the employment programs Workplace Success, Work Experience Program, and WIA.

***Career Navigator, Families at Work*** 04/2006 – 10/2008

***Second Start, Concord, NH***

***Career Development Specialist*** 11/2004 – 03/2006

- Facilitated daily job-readiness classes and skill-building exercises
- Assisted participants with barrier resolution and the job search process
- Maintained participant records and completed reporting requirements
- Received ongoing training in teaching techniques and learning styles

***Southwestern Community Services, Inc., Keene, NH***

***Case Manager, Homeless Services*** 09/2002 – 10/2003

- Responsible for all daily operations of housing program, rules, and regulations
- Completed weekly and monthly progress reports
- Coordinated house meetings, workshops, case conferences, and life skills classes

***Case Manager, Welfare-to-Work*** 05/2000 – 09/2002

- Provided job placement and retention services for caseload of forty (40) clients
- Gained working knowledge of Department of Health & Human Services, Immigration & Naturalization Services, community agencies, and SCS

**Education and Training**

**Leadership Monadnock** 2016

**Grant Writing Workshop** 05/2012  
Cheshire County

**Nonviolent Crisis Intervention** 2012  
Crisis Prevention Institute, Inc.

**Leadership Training** 2010-2011  
Tad Dwyer Consulting

**Criticism & Discipline Skills for Managers** 11/2007  
CareerTrack

**How to Supervise People** 11/2007  
CareerTrack

**Career Development Facilitator Training** 09/2005  
National Career Development Association  
*120-hour NCDA training*

**Certified Workforce Development Specialist** 06/2005  
National Association of Workforce Development Professionals

**Infection Control & Bloodborne Pathogens** 01/2003  
Home Health Care

**Bachelor of Arts in Human Services** 05/2002  
Franklin Pierce College  
*Graduated cum laude*

**Projects/Appointments**

*Current Board Member, Monadnock Collaborate*

*Current Member, Executive Committee, Leadership Council for Healthy Monadnock*

*Current Member, Sullivan Count Public Health Advisory Council*

*Created Emerging Leaders Program, SCS*

***References Available***

# KAREN J. WILBER



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Service-oriented professional with extensive experience in customer service, accounts receivable, collections, public speaking, weight loss coaching, and inbound sales.

Detail oriented with excellent communication and time management skills.

Proficient with Google and Microsoft Office products.

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## EXPERIENCE

**5 Months**

**Southwestern Community Services, WIC Keene, NH**

*WIC Operations Manager*

- Nutrition Counseling
- Check eligibility criteria.
- Certifying participants
- Outreach
- Budget review
- Oversee WIC staff
- Communicate with participants via email, text, phone, or in person.
- Train new staff.

**3 Years**

**Cheshire Animal Hospital**

**Keene, NH**

*Accounts Receivable Manager/ OSHA Coordinator/ Veterinary Receptionist*

- Triage incoming patients.
- Schedule and confirm appointments for a four doctor practice.
- Fill prescriptions.
- Process prescription authorizations for online pharmacy.
- Monitor and process requests from clients via Pet Desk App.
- Program and maintain NEC SL2100 telephone system.
- Receive payments and post amounts paid to customer accounts.
- Review Accounts Receivable.
- Answer phone calls and emails from clients.
- Arrange for debt repayment or establish repayment schedules, based on clients' financial situations.
- End of month reporting.
- Billing
- Collections
- Update OSHA manuals, SDS Sheets and safety training for personnel.

**5 Years** **Park Place Veterinary Hospital** **Swanzey, NH**

*Lead Receptionist*

- Responsible for credit and collections
- Monitor repayment agreements
- Oversee training of new front desk staff
- Review and process monthly accounts receivable
- Monitor New Client appointment scheduling and confirmations
- Monitor front desk supplies
- Schedule appointments, process Check-ins, answer phones, process refill requests
- Administer Vendor Employee Rewards Programs
- Prepare end of day reports and reconcile banking

**3 Years** **Monadnock Humane Society** **Swanzey, NH**

*Boarding/Daycare Technician/Shelter Technician/Small Animal Coordinator*

- Responsible for caring for boarding dogs and cats and supervising dogs in daycare.
- Responsibilities included processing payments, making and confirming reservations, customer service, data collection, and overseeing volunteers.
- Assisted customers in selecting shelter animals and completing the adoption process.

**5 Years** **Animal Control Officer** **Marlborough, NH**

- Enforce animal control laws and regulations for Marlborough, NH
- Maintain records and paperwork for calls and citations
- Work with Marlborough town governmental authorities to promote animal safety and educate the community
- Attended the New England Animal Control Academy each year
- Completed training in Animal Cruelty Investigation and Prosecution

**5 Years** **Weight Watchers** **Keene, NH**

*Leader/Receptionist*

- Performed as Leader/Meeting Facilitator where I greeted, motivated, counseled, and educated members regarding healthy eating and physical fitness. This included helping members set goals, overcome challenges, create meal plans, explore new foods, and incorporate new physical activities as appropriate.

**5 Years** **Kapiloff Insurance Agency** **Keene, NH**

*Executive Administrator*

- Assistant to the President and two Vice Presidents.
- Provided administrative support to the Life and Health Department.
- Maintained licensing requirements for Agents and Brokers throughout the agency.
- Performed as backup to the agency bookkeeper. Also performed as full charge bookkeeper for a specialty division which included processing payroll for this division.
- Trained new employees on the use of office equipment, software packages, and telephone system.
- Licensed Broker for Life, Accident, and Health Insurance.

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**EDUCATION**

2017	Front Desk Supervisor Course	Veterinary Support Personnel Network
2015	Triage	Veterinary Support Personnel Network
2014	Front Desk Module 2	Veterinary Support Personnel Network
2014	Front Desk Module 1	Veterinary Support Personnel Network
2011	Bachelor's in Nutrition Science	Kaplan University
1995	Associate's in Management	Franklin Pierce College

**Personal References:**

Sarah Ennis

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Patricia Brennan

[Redacted]  
[Redacted]  
[Redacted]

Belinda Melanson

[Redacted]  
[Redacted]  
[Redacted]

**Professional References:**

Jennifer Hills

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Amanda Cote

[Redacted]  
[Redacted]  
[Redacted]

## **Sarah Schenck Burke**

### **WORK EXPERIENCE**

December 2011-present WIC (Women, Infants and Children) & CSF (Commodity Supplemental Foods) Programs Director, Southwestern Community Services, Keene, NH Responsible for the overall organization and operation of the program, including schedules, budget, outreach, management and monitoring.

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

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

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

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

### **EDUCATION**

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

Previous Serve-Safe Certification

# KEY ADMINISTRATIVE PERSONNEL

NH DEPT OF HEALTH & HUMAN SERVICES (DHHS)

Agency Name: Southwestern Community Services, Inc.

Program Name: WIC & BFPC

Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Beth Daniels, Chief Executive Officer	\$118,000	0.00%	\$0.00
Sarah Burke, WIC Program Director	\$50,000	100.00%	\$50,000.00
Karen Wilber, WIC Operations Manager	\$39,500	25.00%	\$9,875.00

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MAC

Lori A. Shibiñette  
Commissioner

Tricia M. Tilley  
Interim Director

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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

May 25, 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 amend existing contracts with the vendors listed below to continue to provide nutrition services through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Breastfeeding Peer Counseling Program to low income women, preschool age children, and infants, by exercising contract renewal options, by increasing the total price limitation by \$5,842,279 from \$11,923,603 to \$17,765,882 and extending the completion dates from June 30, 2021 to June 30, 2023, effective upon Governor and Council approval. 100% Federal funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program of Belknap and Merrimack Counties, Inc.	177203-B003	\$3,157,440	\$1,549,472	\$4,706,912	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27) A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G
Greater Seacoast Community Health	154703-B001	\$1,984,546	\$969,988	\$2,954,534	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3:06/05/19 (Item #27) A4:07/10/20 Governor Approved 08/05/20 G&C Info Item G
Southern New Hampshire Services, Inc.	177198-B006	\$5,438,192	\$2,678,360	\$8,116,552	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:06/05/19 (Item #27) A3:07/10/20 Governor Approved 08/05/20, G&C Info Item G
Southwestern Community Services, Inc.	177511-R001	\$1,343,425	\$644,459	\$1,987,884	O: 06/21/17 (Item #45) A1:06/06/18 (Item #14) A2:4/17/19 (Item #23) A3: 06/05/19 (Item #27) A4:07/10/20 Governor Approved, 08/05/20 G&C Info Item G
<b>Totals:</b>		<b>\$11,923,603</b>	<b>\$5,842,279</b>	<b>\$17,765,882</b>	

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

Funds are anticipated to be available in State Fiscal Years 2022 and 2023, 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 providing supplemental nutritious foods and public health nutrition services and breastfeeding education to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program is cost effective and improves the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in the WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates, and more regular sources of medical care. Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants per month.

Approximately 21,551 unique individuals will be served annually through June 30, 2023.

Community action programs and health centers serve as WIC vendors and conduct program eligibility, screening, enrollment, education, counseling and issuance of food benefits. These community-based WIC vendors ensure that participants receive benefits to purchase items tailored to their specific nutritional needs. All program procedures and policies are supported through federal regulations 7 CFR 246 and state policy.

The Department will continue monitoring contract services by reviewing the following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase in the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase in the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase in the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase in the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase in the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants per month.

As referenced in Exhibit C-1, Revisions to Standard Contract Provisions, Paragraph 3 of the original contracts, the parties have the option to extend the agreements 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 the remaining two (2) of the two (2) years available.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Should the Governor and Executive Council not authorize this request, New Hampshire's most vulnerable low income pregnant women and preschool aged children will not have access to healthy foods and nutrition education for improved growth and development.

Area served: Statewide

Source of Funds: CFDA #10.557 FAIN #214NH703W1003

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

Respectfully submitted,

DocuSigned by:  
**Ann H. N. Landry**  
24BAB37E06EB488  
for

Lori A. Shibinette  
Commissioner

**Women, Infant & Children Nutrition Program (WIC) and  
Breastfeeding Peer Counseling Services (BFPC)  
RFP-2018-DPHS-11-SPECI-01-A04  
Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003  
05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$691,533	\$0	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$45,968	\$0	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
2022	074-500589	Grants for Pub Asst & Rel	90006003		\$685,233	

2022	074-500589	Grants for Pub Asst & Rel	90006041		\$52,773	
2022	074-500589	Grants for Pub Asst & Rel	90006022		\$36,730	
2023	074-500589	Grants for Pub Asst & Rel	90006003		\$685,233	
2023	074-500589	Grants for Pub Asst & Rel	90006041		\$52,773	
2023	074-500589	Grants for Pub Asst & Rel	90006022		\$36,730	
			Subtotals:	\$3,141,440	\$1,549,472	\$4,690,912

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			Subtotals:	\$16,000	\$0	\$16,000
			Totals:	\$3,157,440	\$1,549,472	\$4,706,912

**Greater Seacoast Community Health - Vendor Code: 154703-B001**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086

2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$437,270	\$0	\$437,270
2021	102-500734	Contracts for Program Services	90006022	\$27,925	\$0	\$27,925
2021	102-500734	Contracts for Program Services	90006022	\$31,179	\$0	\$27,925
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$428,770	\$428,770
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$32,679	\$32,679
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$23,545	\$23,545
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$428,770	\$428,770
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$32,679	\$32,679
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$23,545	\$23,545
			<i>Subtotals:</i>	\$1,974,846	\$969,988	\$2,944,834

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			<i>Subtotals:</i>	\$9,700	\$0	\$9,700
			<b>Totals:</b>	<b>\$1,984,546</b>	<b>\$969,988</b>	<b>\$2,954,534</b>

Southern New Hampshire Services - Vendor Code: 177198-B006

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
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2018	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,191
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643
2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,199,962	\$0	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$66,793	\$0	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$1,182,462	\$1,182,462
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$97,789	\$97,789
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$58,929	\$58,929
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$1,182,462	\$1,182,462
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$97,789	\$97,789
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$58,929	\$58,929
			Subtotals:	\$5,407,792	\$2,678,360	\$8,086,152

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<i>Subtotals:</i>	<i>\$30,400</i>	<i>\$0</i>	<i>\$30,400</i>
			<b>Totals:</b>	<b>\$5,438,192</b>	<b>\$2,678,360</b>	<b>\$8,116,552</b>

Southwestern Community Services, Inc. - Vendor Code: 177511-R001

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Services	90006051	\$5,523	\$0	\$5,523
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	\$31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$287,425	\$0	\$287,425

2021	102-500734	Contracts for Program Services	90006022	\$18,856	\$0	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$28,466	\$0	\$28,466
2022	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$280,775	\$280,775
2022	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$24,866	\$27,366
2022	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$15,338	\$15,338
2023	074-500589	Grants for Pub Asst & Rel	90006003	\$0	\$280,775	\$280,775
2023	074-500589	Grants for Pub Asst & Rel	90006041	\$0	\$27,366	\$27,366
2023	074-500589	Grants for Pub Asst & Rel	90006022	\$0	\$15,338	\$15,338
			<i>Subtotals:</i>	\$1,314,447	\$644,459	\$1,958,906

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals:</i>	\$6,978	\$0	\$6,978

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals:</i>	\$22,000	\$0	\$22,000
			<b>Totals:</b>	\$1,343,425	\$644,459	\$1,987,884

			<b>GRAND TOTALS:</b>	\$11,923,603	\$5,842,279	\$17,765,882
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #5**

This Amendment to the WIC and Breastfeeding Peer Counseling Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (item #45), as amended on June 6, 2018 (item #14); April 17, 2019 (item #23); June 5, 2019 (item #27), and as approved by the Governor on July 10, 2020, as presented to the Executive Council as an informational item on August 5, 2020 (item #G) 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 General Provisions Paragraph 3, 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 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:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,987,884
3. Modify Exhibit A Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.16 to read:  
2.2.16 The Contractor shall conduct annual civil rights, customer service and conflict resolution training for all staff and maintain attendance records in accordance with federal regulations.
4. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.19 to read:  
2.2.19 The Contractor shall ensure all staff participate in annual training provided by the NH Tobacco Prevention and Cessation Program. WIC CPAs document participant tobacco use, educate on quitline services and refer those willing to try to quit at all certification visits.
5. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.26 to read:  
2.2.26 The Contractor shall take reasonable steps to provide meaningful access to WIC recipient programs and activities for all persons with limited English proficiency. Local agencies shall use qualified, competent language resources, such as but not limited to interpretation services and American Sign Language.
6. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.27 to read:  
2.2.27 The Contractor shall include language on their WIC webpage that provides sufficient notice and how to request free language assistance services for individuals with LEP, such as free auxiliary aids and services and other reasonable modifications for individuals with disabilities.



- 7. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.2, Paragraph 2.2.28 to read:  
2.2.28 The Contractor shall offer a respect and civility in the workplace training for all staff during each contract period.
- 8. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Workplan Schedule to delete and replace in its entirety with the following:

**Table 1**

WORKPLAN	DUE DATE
SFY 2022 Workplan	July 30, 2021
SFY 2022 Mid-Year Report	January 30, 2022
SFY 2022 End of Year Report	June 30, 2022
SFY 2023 Workplan	July 30, 2022
SFY 2023 Mid-year Report	January 30, 2023
SFY 2023 End of Year Report	June 30, 2023

- 9. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  - 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-9 Budget – Amendment #5, SFY 2023 BFPC Services.
- 10. Add Exhibit B-6 Amendment #5, SFY 2022 WIC Services Budget, which is attached hereto and incorporated by reference herein.
- 11. Add Exhibit B-7 Amendment #5, SFY 2022 BFPC Services Budget, which is attached hereto and incorporated by reference herein.
- 12. Add Exhibit B-8 Amendment #5, SFY 2023 WIC Services Budget, which is attached hereto and incorporated by reference herein.
- 13. Add Exhibit B-9 Amendment #5, SFY 2023 BFPC Services Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #5 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

5/25/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Patricia M. Tilley*  
\_\_\_\_\_  
Name: Patricia M. Tilley  
Title: Interim Director

Southwestern Community Services, Inc.

5/25/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*John Manning*  
\_\_\_\_\_  
Name: John Manning  
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/25/2021

Date

DocuSigned by:



DSCA0202E132CAAE

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 B-5 Amendment #5**

**BUDGET FORM**

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

**Bidder Name:** Southwestern Community Services

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 166,736.00	\$ -	\$ 166,736.00	
2. Employee Benefits	\$ 88,396.00	\$ -	\$ 88,396.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 8,160.00	\$ -	\$ 8,160.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 2,000.00	\$ -	\$ 2,000.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	
7. Occupancy	\$ 20,949.00	\$ -	\$ 20,949.00	
8. Current Expenses:	\$ 10,000.00	\$ -	\$ 10,000.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
NWA Conference support	\$ 2,000.00	\$ -	\$ 2,000.00	
Tototask	\$ 1,400.00	\$ -	\$ 1,400.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 305,641.00</b>	<b>\$ -</b>	<b>\$ 305,641.00</b>	

Indirect As A Percent of Direct

0.0%



Contractor Initials

Exhibit B-6 Amendment #5

BUDGET FORM

New Hampshire Department of Health and Human Services

Bidder Name: Southwestern Community Services

Budget Request for: Breastfeeding Peer Counselor Program  
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 12,626.00	\$ -	\$ 12,626.00	
2. Employee Benefits	\$ 1,512.00	\$ -	\$ 1,512.00	
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	\$ 1,200.00	\$ -	\$ 1,200.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 15,338.00</b>	<b>\$ -</b>	<b>\$ 15,338.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials jm

Date 5/25/2021

Exhibit B-7 Amendment #5

BUDGET FORM

New Hampshire Department of Health and Human Services

Bidder Name: Southwestern Community Services

Budget Request for: WIC Program

(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 166,736.00	\$ -	\$ 166,736.00	
2. Employee Benefits	\$ 88,396.00	\$ -	\$ 88,396.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 8,160.00	\$ -	\$ 8,160.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 2,000.00	\$ -	\$ 2,000.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	
7. Occupancy	\$ 20,949.00	\$ -	\$ 20,949.00	
8. Current Expenses	\$ 10,000.00	\$ -	\$ 10,000.00	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
NWA Conference support	\$ 2,000.00	\$ -	\$ 2,000.00	
Telatask	\$ 1,400.00	\$ -	\$ 1,400.00	
WIC Annual Forum	\$ 2,500.00	\$ -	\$ 2,500.00	
<b>TOTAL</b>	<b>\$ 308,141.00</b>	<b>\$ -</b>	<b>\$ 308,141.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials

SM

Date 5/25/2021

Exhibit B-8 Amendment #5

BUDGET FORM

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

Bidder Name: Southwestern Community Services

Budget Request for: Breastfeeding Peer Counselor Program  
 (Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 12,626.00	\$ -	\$ 12,626.00	
2. Employee Benefits	\$ 1,512.00	\$ -	\$ 1,512.00	
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	\$ 1,200.00	\$ -	\$ 1,200.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 15,338.00</b>	<b>\$ -</b>	<b>\$ 15,338.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials   JM  

Contractor Initials

G mac



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

Lori A. Sibillette  
 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

July 13, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services to amend existing contracts with the vendors listed below for the Women, Infants and Children (WIC) Special Supplemental Nutrition Program and Breastfeeding Peer Counseling Program services to low-income women and children, by increasing the total price limitation by \$68,950 from \$11,854,653 to \$11,923,603 with no change to the contract completion dates of June 30, 2021, effective July 1, 2020, or upon Governor approval, whichever is later. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap-Merrimack Counties, Inc.	177203-B003	Concord, NH	\$3,141,902	\$15,538	\$3,157,440	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/05/19 (Item #27)
Greater Seacoast Community Health	154703-B001	Somersworth, NH	\$1,971,666	\$12,880	\$1,984,546	O: 06/21/17 (Item #45) A1: 06/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/05/19 (Item #27)
Southern New Hampshire Services, Inc.	177198-B006	Manchester, NH	\$5,412,828	\$25,364	\$5,438,192	O: 06/21/17 (Item #45) A1: 08/06/18 (Item #14) A2: 08/05/19 (Item #27)

Southwestern Community Services, Inc.	177511- R001	Keene, NH	\$1,328,257	\$15,168	\$1,343,425	O: 06/21/17 (Item #45) A1: 08/06/18 (Item #14) A2: 4/17/19 (Item #23) A3: 06/06/19 (Item #27)
<b>Totals:</b>			<b>\$11,854,653</b>	<b>\$68,660</b>	<b>\$11,923,603</b>	

Funds are available in State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation, if needed and justified.

See attached fiscal details.

**EXPLANATION**

The purpose of these amendments is to increase funding to support supplemental nutritious foods, public health nutrition, and breastfeeding services to pregnant women, postpartum women, infants, and preschool children up to five (5) years of age statewide who are at or below 185% Federal Poverty Level. The support would continue during the COVID-19 pandemic and thereafter as nutrition service operations change in the Women, Infants, and Children clinics.

The Women, Infants and Children program is effective in improving the health outcomes of pregnant women, new mothers, and children. Families redeem their Women, Infants and Children benefits through the purchase of healthy foods at local authorized retailers. Women, Infants, and children who participate in the program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates, and a more regular source of medical care. The program is cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Services are provided to an estimated 15,108 participants each month. It is anticipated that the Women, Infants and Children program will serve a greater number of families during State Fiscal Year 2021 due to the changes in the economy as a result of the COVID-19 pandemic.

Additional funding for each of the local agencies' Women, Infant and Children programs is for the purchase or procurement of new technology, new computer equipment, and additional office supplies to support the implementation of innovative telehealth practices which are necessary to serve the agencies' assigned caseload and to continue the procedures established during the COVID-19 pandemic.

The Department will monitor contracted services quarterly using the following performance measures:

- Increase in the percentage of prenatal clients enrolled in the Women, Infants and Children program by the third (3<sup>rd</sup>) month of pregnancy.
- Increase in the percentage (%) of children three (3) and four (4) years of age who continue enrollment in the Women, Infants and Children program until their fifth (5<sup>th</sup>) birthday.
- Increase in the percentage of infants who are breastfed to six (6) months of age.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

- Increase in the number of Women, Infants and Children program clinics that utilize innovative strategies to increase access to Women, Infants and Children program services, retention of participants and improve client satisfaction.
- Increase in the percentage of the caseload served (currently 15,108 participants in New Hampshire) to ninety-five to one-hundred-five percent (95-105%) of the assigned caseload.
- Increase in the access to women, infants, and children as a result of federal waivers approved during the COVID-19 pandemic.

Area served: Statewide

Sources of Funds: CFDA #10.557, FAIN 184NH703W1003; CFDA #10.578, FAINs 174NH781W5413 and 204NH703W1003; and CFDA #10.557, FAIN 194NH743W5003.

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

Respectfully submitted,

  
Lori A. Shibanette  
Commissioner

**Women, Infant & Children (WIC) and Breastfeeding Peer Counseling Services  
RFP-2018-DPHS-11-SPECI-01-A04  
Fiscal Detail Sheet**

Community Action Program Belknap-Merrimack Counties - Vendor Code: 177203-B003  
05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Services	90006051	\$12,600	\$0	\$12,600
2019	102-500734	Contracts for Program Services	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Services	90006041	\$60,902	\$0	\$60,902
2020	102-500734	Contracts for Program Services	90006003	\$685,233	\$0	\$685,233
2020	102-500734	Contracts for Program Services	90006022	\$36,730	\$0	\$36,730
2020	102-500734	Contracts for Program Services	90006041	\$47,273	\$0	\$47,273
2021	102-500734	Contracts for Program Services	90006003	\$685,233	\$6,300	\$691,533
2021	102-500734	Contracts for Program Services	90006022	\$36,730	\$9,238	\$45,968
2021	102-500734	Contracts for Program Services	90006041	\$49,273	\$0	\$49,273
			<i>Subtotals:</i>	\$3,125,902	\$15,538	\$3,141,440

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$16,000	\$0	\$16,000
			<i>Subtotals:</i>	<i>\$16,000</i>	<i>\$0</i>	<i>\$16,000</i>
			<b>Totals:</b>	<b>\$3,141,902</b>	<b>\$15,538</b>	<b>3,157,440</b>

Greater Seacoast Community Health - Vendor Code: 154703-B001

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Services	90006051	\$7,650	\$0	\$7,650
2019	102-500734	Contracts for Program Services	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Services	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Services	90006041	\$38,849	\$0	\$38,849
2020	102-500734	Contracts for Program Services	90006003	\$428,770	\$0	\$428,770
2020	102-500734	Contracts for Program Services	90006022	\$23,545	\$0	\$23,545
2020	102-500734	Contracts for Program Services	90006041	\$29,179	\$0	\$29,179
2021	102-500734	Contracts for Program Services	90006003	\$428,770	\$8,500	\$437,270

2021	102-500734	Contracts for Program Services	90006022	\$23,545	\$4,380	\$27,925
2021	102-500734	Contracts for Program Services	90006041	\$31,179	\$0	\$31,179
			Subtotals:	\$1,961,966	\$12,880	\$1,974,846

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$9,700	\$0	\$9,700
			Subtotals:	\$9,700	\$0	\$9,700
			Totals:	\$1,971,666	\$12,880	\$1,984,546

Southern New Hampshire Services - Vendor Code: 177198-B006

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,191
2018	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Services	90006051	\$24,000	\$0	\$24,000
2019	102-500734	Contracts for Program Services	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$103,643	\$0	\$103,643

2020	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$0	\$1,182,462
2020	102-500734	Contracts for Program Services	90006022	\$58,929	\$0	\$58,929
2020	102-500734	Contracts for Program Services	90006041	\$91,789	\$0	\$91,789
2021	102-500734	Contracts for Program Services	90006003	\$1,182,462	\$17,500	\$1,199,962
2021	102-500734	Contracts for Program Services	90006022	\$58,929	\$7,864	\$66,793
2021	102-500734	Contracts for Program Services	90006041	\$93,789	\$0	\$93,789
			<i>Subtotals:</i>	<b>\$5,382,428</b>	<b>\$25,364</b>	<b>\$5,407,792</b>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$30,400	\$0	\$30,400
			<i>Subtotals:</i>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>
			<i>Totals:</i>	<b>\$5,412,828</b>	<b>\$25,364</b>	<b>\$5,438,192</b>

**Southwestern Community Services, Inc. - Vendor Code: 177511-R001**

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM 100% Federal Funds**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136	\$0	\$26,136
<del>2018</del>	<del>102-500734</del>	<del>Contracts for Program Services</del>	<del>90006051</del>	<del>\$5,523</del>	<del>\$0</del>	<del>\$5,523</del>
2019	102-500734	Contracts for Program Services	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$13,046	\$0	\$13,046

2019	102-500734	Contracts for Program Services	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Services	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Services	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Services	90006041	31,136	\$0	\$31,136
2020	102-500734	Contracts for Program Services	90006003	\$280,775	\$0	\$280,775
2020	102-500734	Contracts for Program Services	90006022	\$15,338	\$0	\$15,338
2020	102-500734	Contracts for Program Services	90006041	\$23,966	\$0	\$23,966
2021	102-500734	Contracts for Program Services	90006003	\$280,775	\$6,650	\$287,425
2021	102-500734	Contracts for Program Services	90006022	\$15,338	\$3,518	\$18,856
2021	102-500734	Contracts for Program Services	90006041	\$23,466	\$5,000	\$28,466
			<i>Subtotals:</i>	\$1,299,279	\$15,168	\$1,314,447

05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90006060	\$6,978	\$0	\$6,978
			<i>Subtotals:</i>	\$6,978	\$0	\$6,978

05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2018	102-500734	Contracts for Program Services	90003396	\$4,000	\$0	\$4,000
2019	102-500734	Contracts for Program Services	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Services	90003396	\$18,000	\$0	\$18,000
			<i>Subtotals:</i>	<del>\$22,000</del>	<del>\$0</del>	<del>\$22,000</del>
			<i>Totals:</i>	\$1,328,257	\$15,168	\$1,343,425

			<b>GRAND TOTALS:</b>	\$11,854,653	\$68,950	\$11,923,603
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New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the WIC and Breastfeeding Peer Counseling Services Contract

This 4<sup>th</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department"), and Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"); a nonprofit corporation with a place of business at 83 Community Way, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14); April 17, 2019 (Item #23); and June 5, 2019 (Item #27), 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, 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 and increase the price limitation 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 1.4 Contractor Address, to read:  
63 Community Way  
Keene, NH 03431
2. Form P-37, General Provisions, Block 1.8 Price Limitation, to read:  
\$1,343,425.
3. Modify Exhibit A Scope of Services, Section 2, Statement of Work, Subsection 2.2, by adding Paragraph 2.2.27, to read:  
2.2.27. The Contractor shall implement and provide ongoing WIC Program remote services.
4. Modify Exhibit A Scope of Services, Section 2, Statement of Work, Subsection 2.2, by adding Paragraph 2.2.28, to read:  
2.2.28. The Contractor shall purchase or procure computer equipment and supplies to implement WIC Program remote services, which includes:
  - 2.2.28.1. Computer laptops and/or tablets that:
    - 2.2.28.1.1. Meet the specifications of the New Hampshire WIC Management Information System and enhancements for Electronic Benefit Transfer;
    - 2.2.28.1.2. Wholly support Windows 10 and accompanying security updates; and
    - 2.2.28.1.3. Are operational no later than September 30, 2020;
  - 2.2.28.2. An SMS/texting notification system; and
  - 2.2.28.3. Mailing supplies.

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



5. Modify Exhibit A Scope of Services, Section 2, Statement of Work, Subsection 2.2, by adding Paragraph 2.2.29, to read:
  - 2.2.29. The Contractor shall enhance its Breastfeeding Peer Counselor Program community outreach and promotion services, in accordance with the USDA Loving Support Model and federal allowable costs, by providing services that include, but are not limited to:
    - 2.2.29.1. In-office breastfeeding education and support;
    - 2.2.29.2. Telephone support;
    - 2.2.29.3. In-hospital support;
    - 2.2.29.4. On-going training for peer counselors.
6. Modify Exhibit A-1, Additional Scope of Services, Section 2, Scope of Services, Subsection 2.1, by adding Paragraph 2.1.4, to read:
  - 2.1.4. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on September 30, 2020.
7. Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:
  1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, in providing services pursuant to Exhibit A, Scope of Services. The Contractor agrees to provide the services in Exhibit A, Scope of Services and Exhibit A-1, Scope of Services, in compliance with funding requirements.
8. Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:
  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 and Exhibit A-1, Scope of Services.
9. Exhibit B, Methods and Conditions Precedent to Payment, Section 3, to read:
  3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures only. Expenditures shall be in accordance with the approved budget line items in Exhibit B-1, Budget through Exhibit B-5 Budget - Amendment #4, SFY 2021 BFPC Services.
10. Modify Exhibit B-4 Amendment #3, SFY 2021 WIC Budget by replacing in its entirety with Exhibit B-4 Budget - Amendment #4, SFY 2021 WIC Services, which is attached hereto and incorporated by reference herein.
11. Modify Exhibit B-5 Amendment #3, SFY 2021 BFPC Budget, by replacing in its entirety with Exhibit B-5 Budget - Amendment #4, SFY 2021 BFPC Services, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



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 issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, July 1, 2021, whichever is later.

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

6/23/2020

Date

Name: Lisa Morris

Title: Director

Southwestern Community Services, Inc.

6/23/2020

Date

Name: JOHN A MANNING  
Title: CEO

gm  
6/23/2020

**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



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

OFFICE OF THE ATTORNEY GENERAL

06/25/20  
Date

Catherine Pinos  
Name: Catherine Pinos, Attorney  
Title:

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04.

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

gm  
6/23/2020

**Exhibit B-4 Budget - Amendment #4  
SFY 2021 WIC Services**

New Hampshire Department of Health and Human Services

Bidder Name: Southwestern Community Services

Budget Request for: Women, Infants and Children (WIC)  
(Name of RFP)

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Object Incremental	Indirect Cost	Total	Allocation Method for Indirect/ Fixed Cost
1. Total Salary/Wages	\$ 132,330.00	\$	\$ 132,330.00	
2. Employee Benefits	\$ 75,398.00	\$	\$ 75,398.00	
3. Consultants	\$	\$	\$	
4. Equipment	\$ 20,300.00	\$	\$ 20,300.00	
Rental	\$	\$	\$	
Repair and Maintenance	\$	\$	\$	
Purchase/Depreciation	\$	\$	\$	
6. Supplies	\$ 5,600.00	\$	\$ 5,600.00	
Educational	\$	\$	\$	
Lab	\$	\$	\$	
Pharmacy	\$	\$	\$	
Medical	\$	\$	\$	
Office	\$	\$	\$	
8. Travel	\$ 8,600.00	\$	\$ 8,600.00	
7. Occupancy	\$ 22,184.00	\$	\$ 22,184.00	
8. Current Expenses	\$ 8,872.00	\$	\$ 8,872.00	
Telephone	\$	\$	\$	
Postage	\$	\$	\$	
Subscriptions	\$	\$	\$	
Audit and Legal	\$	\$	\$	
Insurance	\$	\$	\$	
Board Expenses	\$	\$	\$	
9. Software	\$	\$	\$	
10. Marketing/Communications	\$ 1,450.00	\$	\$ 1,450.00	
11. Staff Education and Training	\$ 3,000.00	\$	\$ 3,000.00	
12. Subcontracts/Agreements	\$	\$	\$	
13. Other (specific details mandatory)	\$	\$	\$	
Indirect Cost	\$	\$ 30,767.00	\$ 30,767.00	
Special Project/NWA Travel	\$ 2,000.00	\$	\$ 2,000.00	
WIC Forum	\$ 5,000.00	\$	\$ 5,000.00	
<b>TOTAL</b>	<b>\$ 285,134.00</b>	<b>\$ 30,767.00</b>	<b>\$ 315,901.00</b>	

Indirect As A Percent of Direct

10.8%

Exhibit B-4 Budget - Amendment #4  
Southwestern Community Services, Inc.  
RFP-2018-DPHS-11-SPEC1-04-A04

Contractor Initials

Date

*Jm*  
6/23/2020

**Exhibit B-6 Budget - Amendment #4  
SFY 2021 BFPC Services**

New Hampshire Department of Health and Human Services

Bidder Name: Southwestern Community Services, Inc.

Budget Request for: Breast Feeding Peer Counseling  
(Name of RFP)

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Direct/Fixed Cost
1. Total Salary/Wages	\$ 13,618.00	\$ -	\$ 13,618.00	
2. Employee Benefits	\$ 1,818.00	\$ -	\$ 1,818.00	
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):	\$ -	\$ -	\$ -	
Special Breastfeeding Project	\$ 3,518.00	\$ -	\$ 3,518.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 18,858.00</b>	<b>\$ -</b>	<b>\$ 18,858.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-6 Budget - Amendment #4  
Southwestern Community Services, Inc.  
RFP-2018-OPHS-11-SPEC1-04-A04

Contractor Initials

*JM*

Date

6/23/2020



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

MAY09'19 AM10:26 DAS

27 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

April 29, 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 exercise a renewal option to existing agreements identified in the table below to continue to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the aggregate price limitations by \$5,831,478 from \$6,023,175 to \$11,854,653, and extending the contract completion dates from June 30, 2019 to June 30, 2021, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget	G&C Approval Date
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,601,430	\$1,540,472	\$3,141,902	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$1,006,678	\$964,988	\$1,971,666	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$2,668,360	\$5,412,828	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14)
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$670,599	\$657,658	\$1,328,257	O: 06/21/ 2017 (Item #45) A1:06/06/2018 (Item #14) A2:4/17/2019 (Item #23)
<b>Total:</b>			<b>\$6,023,175</b>	<b>\$5,831,478</b>	<b>\$11,854,653</b>	

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2020 and in State Fiscal Year 2021, with the authority to adjust 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 providing supplemental nutritious foods and public health nutrition and breastfeeding services to financially eligible pregnant women, postpartum women, infants and preschool children up to age 5 years, statewide.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year-old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This request, if approved, will exercise two (2) of the four (4) available years of renewal.

The WIC program supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC program through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

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 SFY 2020-2021 and SFY 2022-2023 biennia.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

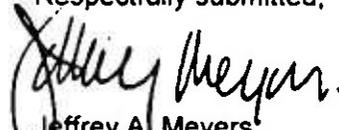
- Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives, healthy nutrition education that could improve health outcomes, and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			<b>Sub-Total</b>	<b>\$795,465</b>	<b>\$0</b>	<b>\$795,465</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$43,830	\$0	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			<b>Sub-Total</b>	<b>\$789,965</b>	<b>\$0</b>	<b>\$789,965</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$47,273	\$47,273

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

			<b>Sub-Total</b>	<b>\$0</b>	<b>\$769,236</b>	<b>\$769,236</b>
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Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006XXX	\$0	\$685,233	\$685,233
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$36,730	\$36,730
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$49,273	\$49,273
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$771,236</b>	<b>\$771,236</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$30,545	\$0	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$498,164</b>	<b>\$0</b>	<b>\$498,164</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$29,179	\$29,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$481,494</b>	<b>\$481,494</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$428,770	\$428,770
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$23,545	\$23,545
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$31,179	\$31,179
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$483,494</b>	<b>\$483,494</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$58,929	\$58,929
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,333,180</b>	<b>\$1,333,180</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$1,182,462	\$1,182,462
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$60,929	\$60,929
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$91,789	\$91,789
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$1,335,180</b>	<b>\$1,335,180</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$19,938	\$0	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$331,849</b>	<b>\$0</b>	<b>\$331,849</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2020	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2020	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2020	102-500734	Contracts for Program Svc	90006041	\$0	\$23,966	\$23,966
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$320,079</b>	<b>\$320,079</b>

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2021	102-500734	Contracts for Program Svc	90006xxx	\$0	\$280,775	\$280,775
2021	102-500734	Contracts for Program Svc	90006022	\$0	\$15,338	\$15,338
2021	102-500734	Contracts for Program Svc	90006041	\$0	\$23,466	\$23,466
			<b>Sub-Total</b>	<b>\$0</b>	<b>\$319,579</b>	<b>\$319,579</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

		<b>Funding Source</b>	<b>Sub-Total</b>	<b>\$5,956,097</b>	<b>\$5,813,478</b>	<b>\$11,769,575</b>
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**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			<b>Sub-Total</b>	<b>\$16,000</b>	<b>\$0</b>	<b>\$16,000</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	9,700
			<b>Sub-Total</b>	<b>\$9,700</b>	<b>\$0</b>	<b>\$9,700</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			<b>Sub-Total</b>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			<b>Sub-Total</b>	<b>\$6,978</b>	<b>\$0</b>	<b>\$6,978</b>
		<b>Funding Source Total</b>		<b>\$63,078</b>	<b>\$0</b>	<b>\$63,078</b>

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC  
SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
2020	102-500734	Contracts for Program Svc	90003396	\$0	\$18,000	\$18,000
2021	102-500734	Contracts for Program Svc	90003396	\$0	\$0	\$0
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$18,000</b>	<b>\$22,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$6,023,175</b>	<b>\$5,831,487</b>	<b>\$11,854,653</b>



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the WIC and Breastfeeding Peer Counseling Services**

This 3<sup>rd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services contract (hereinafter referred to as "Amendment #3"), dated this 15th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14) and on April 17, 2019 (Item #23), 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 Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,328,257.
3. Add Exhibit B-1 Amendment #3, SFY 2020 WIC Budget.
4. Add Exhibit B-2 Amendment #3, SFY 2020 BFPC Budget.
5. Add Exhibit B-3 Amendment #3, SFY 2020 EWIC Budget.
6. Add Exhibit B-4 Amendment #3, SFY 2021 WIC Budget.
7. Add Exhibit B-5 Amendment #3, SFY 2021 BFPC Budget.



**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

4/18/19  
Date

*Lisa Morris*  
Name: LISA MORRIS  
Title: DIRECTOR, DDHS

Southwestern Community Services

4.18.19  
Date

*Margaret Freeman*  
Name: Margaret Freeman  
Title: CFO

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on 4/18/19, 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.

*Leisa J Perrotta*  
Signature of Notary Public or Justice of the Peace

LEISA J PERROTTA  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/20/22





**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2019  
Date

*Nancy J. Smith*  
Name: *Nancy J. Smith*  
Title: *Sr. Asst. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

Exhibit B-1 Amendment #3  
SFY 2020 WIC Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Southwestern Community Services, Inc

Budget Request for: WIC - Women, Infants and Children

Budget Period: 7/1/2019 - 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 132,330.00	\$ -	\$ 132,330.00				\$ 132,330.00	\$ -	\$ 132,330.00
2. Employee Benefits	\$ 75,398.00	\$ -	\$ 75,398.00				\$ 75,398.00	\$ -	\$ 75,398.00
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:									
Rental	\$ 15,300.00	\$ -	\$ 15,300.00				\$ 15,300.00	\$ -	\$ 15,300.00
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ 5,800.00	\$ -	\$ 5,800.00				\$ 5,800.00	\$ -	\$ 5,800.00
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ 8,800.00	\$ -	\$ 8,800.00				\$ 8,800.00	\$ -	\$ 8,800.00
7. Occupancy	\$ 22,184.00	\$ -	\$ 22,184.00				\$ 22,184.00	\$ -	\$ 22,184.00
8. Current Expenses	\$ 8,572.00	\$ -	\$ 8,572.00				\$ 8,572.00	\$ -	\$ 8,572.00
Telephone	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ -	\$ 100.00				\$ 100.00	\$ -	\$ 100.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00				\$ 3,000.00	\$ -	\$ 3,000.00
12. Indirect Cost	\$ -	\$ 30,757.00	\$ 30,757.00				\$ -	\$ 30,757.00	\$ 30,757.00
13. WIC Forum	\$ 2,500.00	\$ -	\$ 2,500.00				\$ 2,500.00	\$ -	\$ 2,500.00
<b>TOTAL</b>	\$ 273,884.00	\$ 30,757.00	\$ 304,741.00				\$ 273,884.00	\$ 30,757.00	\$ 304,741.00

Indirect As A Percent of Direct

11.2%

Exhibit B-2 Amendment #3  
SFY 2020 BFPC Budget

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Southwestern Community Services, Inc									
Budget Request for: <u>BFPC - Breast Feeding Peer Counseling</u>									
Budget Period: 7/1/2019- 6/30/2020									
Line Item	Total Program Cost			Contractor Share / Match			Funded by OHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 13,519.00		\$ 13,519.00				\$ 13,519.00		\$ 13,519.00
2. Employee Benefits	\$ 1,819.00		\$ 1,819.00				\$ 1,819.00		\$ 1,819.00
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. Indirect Cost									
13. Other (specific details mandatory):									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 15,338.00	\$ -	\$ 15,338.00	\$ -	\$ -	\$ -	\$ 15,338.00	\$ -	\$ 15,338.00

Indirect As A Percent of Direct 0.0%





Exhibit B-5 Amendment #3  
SFY 2021 BFPC Budget

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Southwestern Community Services, Inc									
Budget Request for: <u>BFPC - Breast Feeding Peer Counseling</u>									
Budget Period: 7/1/2020 - 6/30/2021									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 13,519.00		\$ 13,519.00				\$ 13,519.00		\$ 13,519.00
2. Employee Benefits	\$ 1,819.00		\$ 1,819.00				\$ 1,819.00		\$ 1,819.00
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. Indirect Cost									
13. Other (specific details mandatory):									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 15,338.00	\$ -	\$ 15,338.00	\$ -	\$ -	\$ -	\$ 15,338.00	\$ -	\$ 15,338.00

Indirect As A Percent of Direct 0.0%



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

23 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

March 1, 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 three (3) of the four (4) existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$18,700, from \$6,004,475 to 6,023,175, with no change to the contract completion date of June 30, 2019, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

The original contracts were approved by the Governor & Executive Council on June 21, 2017 (Item #45), and subsequently amended on June 6, 2018 (Item #14).

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,594,330	\$7,100	\$1,601,430
Greater Seacoast Community Health	Somersworth, NH	154703-B001	\$999,678	\$7,000	\$1,006,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,744,468	\$0	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH	177511-R001	\$665,999	\$4,600	\$670,599
	<b>Total:</b>		<b>\$6,004,475</b>	<b>\$18,700</b>	<b>\$6,023,175</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

**See Attached Fiscal Details**

### EXPLANATION

The purpose of this request is to increase funding for Breastfeeding Peer Counseling Services for State Fiscal Year 2019. These additional funds will allow for increased promotion and support activities for the Breastfeeding Peer Counseling Program.

The WIC program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC program are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children.

Federal regulations require that the WIC program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants and Children supports and promotes breastfeeding as the optimal way to feed infants. The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for about the first six months of a baby's life, followed by breastfeeding in combination with complementary foods until at least 12 months of age. The NH WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program. This request, if approved, will provide additional support for these activities during the current State Fiscal Year.

Should the Governor and Executive Council not approve this request, women and infants statewide may not have access to breastfeeding promotion and education initiatives and nutrition education that could improve health outcomes and lower medical costs.

Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN #

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

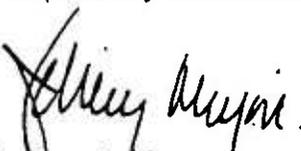
Page 3 of 3

184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure  
CFDA# 10.578 FAIN# 174NH781W5413.

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

Respectfully submitted,

Approved by:

  
Jeffrey A. Meyers  
Commissioner

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$12,600	\$0	\$12,600
			<b>Sub-Total</b>	<b>\$795,465</b>	<b>\$0</b>	<b>\$795,465</b>

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$7,100	\$43,830
2019	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
			<b>Sub-Total</b>	<b>\$782,865</b>	<b>\$7,100</b>	<b>\$789,965</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$7,650	\$0	\$7,650
			<b>Sub-Total</b>	<b>\$498,814</b>	<b>\$0</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$7,000	\$30,545
2019	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,000</b>	<b>\$498,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$24,000	\$0	\$24,000
			<b>Sub-Total</b>	<b>\$1,369,034</b>	<b>\$0</b>	<b>\$1,369,034</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$0</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$5,523	\$0	\$5,523
			<b>Sub-Total</b>	<b>\$327,772</b>	<b>\$0</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$4,600	\$19,938
2019	102-500734	Contracts for Program Svc	90006041	\$31,136	\$0	\$31,136
			<b>Sub-Total</b>	<b>\$327,249</b>	<b>\$4,600</b>	<b>\$331,849</b>
			<b>Funding Source Total</b>	<b>\$5,937,397</b>	<b>\$18,700</b>	<b>\$5,956,097</b>

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH; BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$16,000	\$0	\$16,000
			<b>Sub-Total</b>	<b>\$16,000</b>	<b>\$0</b>	<b>\$16,000</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$9,700	\$0	9,700
			<b>Sub-Total</b>	<b>\$9,700</b>	<b>\$0</b>	<b>\$9,700</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$30,400	\$0	\$30,400
			<b>Sub-Total</b>	<b>\$30,400</b>	<b>\$0</b>	<b>\$30,400</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$6,978	\$0	\$6,978
			<b>Sub-Total</b>	<b>\$6,978</b>	<b>\$0</b>	<b>\$6,978</b>
		<b>Funding Source Total</b>		<b>\$63,078</b>	<b>\$0</b>	<b>\$63,078</b>

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$6,004,475</b>	<b>\$18,700</b>	<b>\$6,023,175</b>



New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the WIC and Breastfeeding Peer Counseling Services**

This 2<sup>nd</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #2") dated this 19th day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #45), as amended on June 6, 2018 (Item #14), 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$670,599.
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 in its entirety Exhibit B-5, Budget, and replace with Exhibit B-5 Amendment #2 SFY 2019 BFPC Budget.

*JM*  
2/24/19



New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

3/9/19  
Date

*Lisa Morris*  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Southwestern Community Services

2/26/19  
Date

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

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on 02/26/19, 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.

*Jill Tomlin*  
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: 4-5-22

JILL A. TOMLIN, Justice of the Peace  
State of New Hampshire  
My Commission Expires April 5, 2022

*JM*  
*2/26/19*



New

**Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**

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

OFFICE OF THE ATTORNEY GENERAL

3/17/2019  
Date

  
Name: Nancy S. Smith  
Title: Sec. Asst. Atty General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

*Jm*  
2/26/19

**Exhibit B-6 Amendment #2  
SFY 2019 BFPC Budget**

New Hampshire Department of Health and Human Services

State/Program Name: Southwestern Community Services, Inc

Budget Request for: BFPC ONLY

RF# 2018-CPW-11-SPC0

Budget Period: SFY 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Staff Expenses	10,800.00	-	10,800.00	-	-	-	10,800.00	-	10,800.00
2. Contract Services	4,233.00	-	4,233.00	-	-	-	4,233.00	-	4,233.00
3. Materials	-	-	-	-	-	-	-	-	-
4. Travel	-	-	-	-	-	-	-	-	-
5. Office and Information	-	-	-	-	-	-	-	-	-
6. Purchases/Operations	-	-	-	-	-	-	-	-	-
7. Repairs	-	-	-	-	-	-	-	-	-
8. Depreciation	-	-	-	-	-	-	-	-	-
9. Utilities	-	-	-	-	-	-	-	-	-
10. Insurance	-	-	-	-	-	-	-	-	-
11. Rent	-	-	-	-	-	-	-	-	-
12. Telephone	-	-	-	-	-	-	-	-	-
13. Postage	-	-	-	-	-	-	-	-	-
14. Printing	-	-	-	-	-	-	-	-	-
15. Office Supplies	-	-	-	-	-	-	-	-	-
16. Repairs	-	-	-	-	-	-	-	-	-
17. Marketing/Communications	-	-	-	-	-	-	-	-	-
18. Staff Questions and Training	-	-	-	-	-	-	-	-	-
19. Information Management	-	-	-	-	-	-	-	-	-
20. Other (Special Project)	4,800.00	-	4,800.00	-	-	-	4,800.00	-	4,800.00
21. Health Screen Services	-	-	-	-	-	-	-	-	-
22. Health Screen	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>19,833.00</b>	<b>-</b>	<b>19,833.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>19,833.00</b>	<b>-</b>	<b>19,833.00</b>

Indirect At A Percent of Direct

0.0%

Contractor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

*Jm*  
2/20/19



Jeffrey A. Meyers  
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  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

May 15, 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 existing agreements with the vendors listed below to provide Women, Infants and Children (WIC) Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, by increasing the price limitations by \$125,851, from \$5,878,624 to 6,004,475, and by modifying the scope of services with no change to the contract completion date of June 30, 2019, effective upon Governor and Executive Council approval. The original contract was approved by the Governor & Executive Council on June 21, 2017 (Item #45). 100% Federal Funds.

Vendor	Location	Vendor Number	Current Budget	Increase Amount	Revised Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730	\$30,600	\$1,594,330
Goodwin Community Health.	Somersworth, NH	154703-B001	\$980,328	\$19,350	\$999,678
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068	\$56,400	\$2,744,468
Southwestern Community Services, Inc.	Keene, NH.	177511-R001	\$646,498	\$19,501	\$665,999
	Total:		\$5,878,624	\$125,851	\$6,004,475

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and in State Fiscal Year 2019, with the authority to adjust encumbrances between state fiscal years, without further approval from the Governor and Executive Council, if needed and justified.

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

See Attached Fiscal Details for Funding Distribution

**EXPLANATION**

The purpose of this request is to allow vendors to purchase new computer equipment for four local agencies that provide public health nutrition and breastfeeding services to specific low income population groups, including pregnant women, new mothers, infants, and children of pre-school age.

New Hampshire WIC is implementing electronic benefit transfer services (eWIC), to comply with a federal mandate that eWIC must be in place statewide by 2020. The requested funds will be used for the purchase of new computer equipment that meets the specifications of the New Hampshire Management Information System (MIS). The new computer hardware is necessary for future MIS releases, and to comply with the federal requirement. The amendments also include funding to support attendance for employees from each agency at the biennial National WIC Association Nutrition and Breastfeeding Conference, and to provide training for WIC staff personnel, in accordance with federal requirements.

The WIC Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide. New Hampshire is contracted to serve an estimated eligible caseload of 15,108 participants. The program provided benefits to 76,333 participants between July and December of 2017. The following Performance Measures are reviewed by the Department on a quarterly basis:

- Performance Measure 1: Increase the percentage of prenatal clients enrolled in the WIC Program by the third month of pregnancy.
- Performance Measure 2: Increase the percent of 3 and 4 year old children who continue enrollment in WIC until their fifth birthday.
- Performance Measure 3: Increase the percentage of infants breastfed to 6 months.
- Performance Measure 4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retention of participants, and improve client satisfaction.
- Performance Measure 5: Increase the percentage of caseload served to 95-105% of the assigned caseload. Current NH assigned caseload 15,108 participants.

The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from vendors in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four (4) proposals were received. A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected.

Should the Governor and Executive Council not approve this request, new computer equipment may not be purchased by the listed vendors, and New Hampshire may not be able to achieve compliance with federal requirements for eWIC capability. Additionally, vendor staff may not receive required training need to meet the federal minimum staff training requirements.

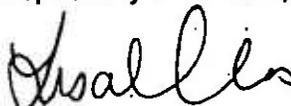
Area Served: Statewide

Source of Funds: 100% Federal Funds from United States Department of Agriculture (USDA) Food and Nutrition Service, WIC Administration, CFDA # 10.557 FAIN # 184NH703W1003 (50%), and USDA Food and Nutrition Service WIC National Infrastructure CFDA# 10.578 FAIN# 174NH781W5413.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

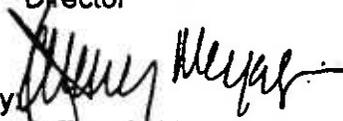
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW  
Director

Approved by



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.*

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

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

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2018	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2018	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2018	102-500734	Contracts for Program Svc	90006004	\$277,005	\$0	\$277,005
2018	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2018	102-500734	Contracts for Program Svc	90006041	\$60,902	\$0	\$60,902
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$12,600	\$12,600
			<b>Sub-Total</b>	<b>\$782,865</b>	<b>\$12,600</b>	<b>\$795,465</b>

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$47,452	\$0	\$47,452
2019	102-500734	Contracts for Program Svc	90006002	\$45,911	\$0	\$45,911
2019	102-500734	Contracts for Program Svc	90006003	\$314,865	\$0	\$314,865
2019	102-500734	Contracts for Program, Svc	90006004	\$277,005	\$0	\$277,005
2019	102-500734	Contracts for Program Svc	90006022	\$36,730	\$0	\$36,730
2019	102-500734	Contracts for Program Svc	90006041	\$58,902	\$2,000	\$60,902
			<b>Sub-Total</b>	<b>\$780,865</b>	<b>\$2,000</b>	<b>\$782,865</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2018	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2018	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2018	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2018	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2018	102-500734	Contracts for Program Svc	90006041	\$38,849	\$0	\$38,849
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$7,650	\$7,650
			<b>Sub-Total</b>	<b>\$491,164</b>	<b>\$7,650</b>	<b>\$498,814</b>

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$63,779	\$0	\$63,779
2019	102-500734	Contracts for Program Svc	90006002	\$10,719	\$0	\$10,719
2019	102-500734	Contracts for Program Svc	90006003	\$262,086	\$0	\$262,086
2019	102-500734	Contracts for Program Svc	90006004	\$92,186	\$0	\$92,186
2019	102-500734	Contracts for Program Svc	90006022	\$23,545	\$0	\$23,545
2019	102-500734	Contracts for Program Svc	90006041	\$36,849	\$2,000	\$38,849
			<b>Sub-Total</b>	<b>\$489,164</b>	<b>\$2,000</b>	<b>\$491,164</b>

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2018	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2018	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2018	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2018	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2018	102-500734	Contracts for Program Svc	90006041	\$103,643	\$0	\$103,643
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$24,000	\$24,000
			<b>Sub-Total</b>	<b>\$1,345,034</b>	<b>\$24,000</b>	<b>\$1,369,034</b>

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$151,356	\$0	\$151,356
2019	102-500734	Contracts for Program Svc	90006002	\$57,349	\$0	\$57,349
2019	102-500734	Contracts for Program Svc	90006003	\$701,791	\$0	\$701,791
2019	102-500734	Contracts for Program Svc	90006004	\$271,966	\$0	\$271,966
2019	102-500734	Contracts for Program Svc	90006022	\$58,929	\$0	\$58,929
2019	102-500734	Contracts for Program Svc	90006041	\$101,643	\$2,000	\$103,643
			<b>Sub-Total</b>	<b>\$1,343,034</b>	<b>\$2,000</b>	<b>\$1,345,034</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2018	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2018	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2018	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2018	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338
2018	102-500734	Contracts for Program Svc	90006041	\$26,136	\$0	\$26,136
2018	102-500734	Contracts for Program Svc	90006051	\$0	\$5,523	\$5,523
			<b>Sub-Total</b>	<b>\$322,249</b>	<b>\$5,523</b>	<b>\$327,772</b>

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2019	102-500734	Contracts for Program Svc	90006001	\$33,272	\$0	\$33,272
2019	102-500734	Contracts for Program Svc	90006002	\$13,046	\$0	\$13,046
2019	102-500734	Contracts for Program Svc	90006003	\$181,110	\$0	\$181,110
2019	102-500734	Contracts for Program Svc	90006004	\$53,347	\$0	\$53,347
2019	102-500734	Contracts for Program Svc	90006022	\$15,338	\$0	\$15,338

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

2019	102-500734	Contracts for Program Svc	90006041	\$24,136	\$7,000	\$26,36
			Sub-Total	\$320,249	\$7,000	\$327,249
		Funding Source Total		5,874,624	\$62,773	\$5,937,397

**05-95-90-902010-60480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, INFRASTRUCTURE**

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

**PO 1058083**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$16,000	\$16,000
			Sub-Total	\$0	\$16,000	\$16,000

**Goodwin Community Health**

**PO 1058084**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$9,700	9,700
			Sub-Total	\$0	\$9,700	\$9,700

**Southern New Hampshire Services**

**PO 1058085**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$30,400	\$30,400
			Sub-Total	\$0	\$30,400	\$30,400

**Southwestern Community Services**

**PO 1058099**

Fiscal Year	Class	Title	Activity Code	Current Budget	Increase (Decrease) Amount	Modified Budget
2018	102-500734	Contracts for Program Svc	90006060	\$0	\$6,978	\$6,978
			Sub-Total	\$0	\$6,978	\$6,978
		Funding Source Total		\$0	\$63,078	\$63,078

**Fiscal Details for WIC Special Supplemental Food Program &  
Breastfeeding Peer Counseling Program**

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

**PO 1058099**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Current Budget</b>	<b>Increase (Decrease) Amount</b>	<b>Modified Budget</b>
2018	102-500734	Contracts for Program Svc	90003396	\$4,000	\$0	\$4,000
			<b>Sub-Total</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>Funding Source Total</b>		<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>
		<b>FINAL CONTRACT TOTAL</b>		<b>\$5,878,624</b>	<b>\$125,851</b>	<b>\$56,004,475</b>

**New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the WIC and Breastfeeding Peer Counseling Services**

This 1<sup>st</sup> Amendment to the WIC and Breastfeeding Peer Counseling Services (hereinafter referred to as "Amendment #1") dated this 25th day of April, 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 Southwestern Community Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #45), 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of 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 1.8, Price Limitation, to read:  
\$665, 999.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
4. Add Exhibit A-1 Additional Scope of Services.
5. Delete in its entirety Exhibit B-1, Budget, and replace with Exhibit B-1 Amendment #1, SFY 2018 WIC Services Budget.
6. Delete in its entirety Exhibit B-3, Budget, and replace with Exhibit B-3 Amendment #1,EWIC Budget.
7. Delete in its entirety Exhibit B-4, Budget, and replace with Exhibit B-2 Amendment #1,SFY 2019 WIC Services Budget.
8. Add Exhibit B-4 Amendment #1, Infrastructure Budget.
9. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services

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

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

State of New Hampshire  
Department of Health and Human Services

5/04/18  
Date

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Southwestern Community Services

May 04, 2018  
Date

[Signature]  
Name: John A. Manning  
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

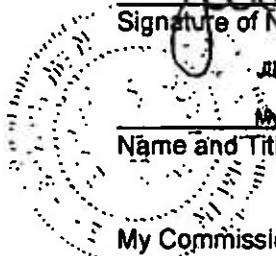
State of New Hampshire, County of Cheshire on 05/04/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

JILL A. TOMLIN, Justice of the Peace  
State of New Hampshire  
My Commission Expires April 6, 2022

Name and Title of Notary or Justice of the Peace

My Commission Expires: 4.5.22



[Handwritten initials]

New Hampshire Department of Health and Human Services  
WIC and Breastfeeding Peer Counseling Services



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

OFFICE OF THE ATTORNEY GENERAL

5-23-18  
Date

*RWR*  
Name: *Rebecca W. Ross*  
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

*9/24/18*



## 1. Provisions Applicable to All Services

- 1.1. The Vendor 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.

## 2. Scope of Services

- 2.1. The Vendor shall use additional funding:

- 2.1.1. For the purchase of new computer equipment, which meets the specifications of the NH WIC Management Information System and enhancements for Electronic Benefit Transfer implementation in the WIC Program;

- 2.1.1.1. Equipment must be able to wholly support Windows 10 and accompanying security updates, and;

- 2.1.1.2. Must be in place no later than June 30, 2018.

- 2.1.2. To support attendance for one nutrition staff at the biennial National WIC Association Nutrition and Breastfeeding Conference, September 24 – 27, 2018 in New Orleans, LA;

- 2.1.3. To support attendance and speaker fees at the Annual Statewide WIC Forum training for all WIC staff on August 30<sup>th</sup>, 2018;

**Exhibit B-1 Amendment #1  
SFY 2018 WIC Services Budget**

New Hampshire Department of Health and Human Services

Division/Program Name: Supplemental Community Services, Inc

Budget Request for: WIC Services  
APP-2018-0145-11-0000

Budget Period: SFY 2018

Line Item	Total Program Cost			Contributor Share / Match			Funded by Other available funds		
	Grant Appropriation	Interest Fund	Total	Grant Appropriation	Interest Fund	Total	Grant Appropriation	Interest Fund	Total
1.0000	12,451.00		12,451.00				12,451.00		12,451.00
2.0000	8,250.00		8,250.00				8,250.00		8,250.00
3.0000									
4.0000	11,391.00		11,391.00				11,391.00		11,391.00
5.0000									
6.0000	4,321.00		4,321.00				4,321.00		4,321.00
7.0000	1,200.00		1,200.00				1,200.00		1,200.00
8.0000	2,726.00		2,726.00				2,726.00		2,726.00
9.0000	7,817.00		7,817.00				7,817.00		7,817.00
10.0000									
11.0000	100.00		100.00				100.00		100.00
12.0000	1,000.00		1,000.00				1,000.00		1,000.00
13.0000	1,000.00		1,000.00				1,000.00		1,000.00
14.0000	1,000.00		1,000.00				1,000.00		1,000.00
15.0000	1,000.00		1,000.00				1,000.00		1,000.00
16.0000	1,000.00		1,000.00				1,000.00		1,000.00
17.0000	1,000.00		1,000.00				1,000.00		1,000.00
18.0000	1,000.00		1,000.00				1,000.00		1,000.00
19.0000	1,000.00		1,000.00				1,000.00		1,000.00
20.0000	1,000.00		1,000.00				1,000.00		1,000.00
21.0000	1,000.00		1,000.00				1,000.00		1,000.00
22.0000	1,000.00		1,000.00				1,000.00		1,000.00
23.0000	1,000.00		1,000.00				1,000.00		1,000.00
24.0000	1,000.00		1,000.00				1,000.00		1,000.00
25.0000	1,000.00		1,000.00				1,000.00		1,000.00
26.0000	1,000.00		1,000.00				1,000.00		1,000.00
27.0000	1,000.00		1,000.00				1,000.00		1,000.00
28.0000	1,000.00		1,000.00				1,000.00		1,000.00
29.0000	1,000.00		1,000.00				1,000.00		1,000.00
30.0000	1,000.00		1,000.00				1,000.00		1,000.00
31.0000	1,000.00		1,000.00				1,000.00		1,000.00
32.0000	1,000.00		1,000.00				1,000.00		1,000.00
33.0000	1,000.00		1,000.00				1,000.00		1,000.00
34.0000	1,000.00		1,000.00				1,000.00		1,000.00
35.0000	1,000.00		1,000.00				1,000.00		1,000.00
36.0000	1,000.00		1,000.00				1,000.00		1,000.00
37.0000	1,000.00		1,000.00				1,000.00		1,000.00
38.0000	1,000.00		1,000.00				1,000.00		1,000.00
39.0000	1,000.00		1,000.00				1,000.00		1,000.00
40.0000	1,000.00		1,000.00				1,000.00		1,000.00
41.0000	1,000.00		1,000.00				1,000.00		1,000.00
42.0000	1,000.00		1,000.00				1,000.00		1,000.00
43.0000	1,000.00		1,000.00				1,000.00		1,000.00
44.0000	1,000.00		1,000.00				1,000.00		1,000.00
45.0000	1,000.00		1,000.00				1,000.00		1,000.00
46.0000	1,000.00		1,000.00				1,000.00		1,000.00
47.0000	1,000.00		1,000.00				1,000.00		1,000.00
48.0000	1,000.00		1,000.00				1,000.00		1,000.00
49.0000	1,000.00		1,000.00				1,000.00		1,000.00
50.0000	1,000.00		1,000.00				1,000.00		1,000.00
51.0000	1,000.00		1,000.00				1,000.00		1,000.00
52.0000	1,000.00		1,000.00				1,000.00		1,000.00
53.0000	1,000.00		1,000.00				1,000.00		1,000.00
54.0000	1,000.00		1,000.00				1,000.00		1,000.00
55.0000	1,000.00		1,000.00				1,000.00		1,000.00
56.0000	1,000.00		1,000.00				1,000.00		1,000.00
57.0000	1,000.00		1,000.00				1,000.00		1,000.00
58.0000	1,000.00		1,000.00				1,000.00		1,000.00
59.0000	1,000.00		1,000.00				1,000.00		1,000.00
60.0000	1,000.00		1,000.00				1,000.00		1,000.00
61.0000	1,000.00		1,000.00				1,000.00		1,000.00
62.0000	1,000.00		1,000.00				1,000.00		1,000.00
63.0000	1,000.00		1,000.00				1,000.00		1,000.00
64.0000	1,000.00		1,000.00				1,000.00		1,000.00
65.0000	1,000.00		1,000.00				1,000.00		1,000.00
66.0000	1,000.00		1,000.00				1,000.00		1,000.00
67.0000	1,000.00		1,000.00				1,000.00		1,000.00
68.0000	1,000.00		1,000.00				1,000.00		1,000.00
69.0000	1,000.00		1,000.00				1,000.00		1,000.00
70.0000	1,000.00		1,000.00				1,000.00		1,000.00
71.0000	1,000.00		1,000.00				1,000.00		1,000.00
72.0000	1,000.00		1,000.00				1,000.00		1,000.00
73.0000	1,000.00		1,000.00				1,000.00		1,000.00
74.0000	1,000.00		1,000.00				1,000.00		1,000.00
75.0000	1,000.00		1,000.00				1,000.00		1,000.00
76.0000	1,000.00		1,000.00				1,000.00		1,000.00
77.0000	1,000.00		1,000.00				1,000.00		1,000.00
78.0000	1,000.00		1,000.00				1,000.00		1,000.00
79.0000	1,000.00		1,000.00				1,000.00		1,000.00
80.0000	1,000.00		1,000.00				1,000.00		1,000.00
81.0000	1,000.00		1,000.00				1,000.00		1,000.00
82.0000	1,000.00		1,000.00				1,000.00		1,000.00
83.0000	1,000.00		1,000.00				1,000.00		1,000.00
84.0000	1,000.00		1,000.00				1,000.00		1,000.00
85.0000	1,000.00		1,000.00				1,000.00		1,000.00
86.0000	1,000.00		1,000.00				1,000.00		1,000.00
87.0000	1,000.00		1,000.00				1,000.00		1,000.00
88.0000	1,000.00		1,000.00				1,000.00		1,000.00
89.0000	1,000.00		1,000.00				1,000.00		1,000.00
90.0000	1,000.00		1,000.00				1,000.00		1,000.00
91.0000	1,000.00		1,000.00				1,000.00		1,000.00
92.0000	1,000.00		1,000.00				1,000.00		1,000.00
93.0000	1,000.00		1,000.00				1,000.00		1,000.00
94.0000	1,000.00		1,000.00				1,000.00		1,000.00
95.0000	1,000.00		1,000.00				1,000.00		1,000.00
96.0000	1,000.00		1,000.00				1,000.00		1,000.00
97.0000	1,000.00		1,000.00				1,000.00		1,000.00
98.0000	1,000.00		1,000.00				1,000.00		1,000.00
99.0000	1,000.00		1,000.00				1,000.00		1,000.00
100.0000	1,000.00		1,000.00				1,000.00		1,000.00
TOTAL	104,264.00	22,220.00	126,484.00				104,264.00	22,220.00	126,484.00

*JM*  
5/14/18

**Exhibit B-2 Amendment P1  
SFY 2019 WIC Services Budget**

New Hampshire Department of Health and Human Services

Division/Program Name: **Southwestern Community Services, Inc**

Budget Report for WIC ONLY

SPY: 2019-09-30

Budget Period: SFY 2019

Line Item	Total Program Cost			Cooperator Share / Match			Funded by 2019 general funds		
	Direct Expenditures	Indirect Fringe	Total	Direct Expenditures	Indirect Fringe	Total	Direct Expenditures	Indirect Fringe	Total
1. Child Enrichment	12,871.00		12,871.00				12,871.00		12,871.00
2. Pregnancy Services	8,249.00		8,249.00				8,249.00		8,249.00
3. Family Support									
4. Family Support									
5. Family Support									
6. Family Support									
7. Family Support									
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99. Family Support									
100. Family Support									
TOTAL	27,120.00	11,270.00	38,390.00				27,120.00	11,270.00	38,390.00

  
 Date: 5/11/18

**Order 8-3 Amendment #1  
EWIC Budget**

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

Order/Program Name: Southwestern Community Services

Budget Request For: WIC Program - EWIC

EW-2008-CPHS-11-0900

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

Line Item	Total Program Cost			Commodity Source / Usage			Funded by SHHS contract share		
	Direct	Indirect	Total	Special	General	Total	Direct	Indirect	Total
1. (01) Education									
1.1. Nutrition Services									
1.2. Counseling									
1.3. Support									
1.4. Support and Materials									
1.5. Purchase/Contribution									
2. Supplies									
2.1. Educational									
2.2. Food									
2.3. Laundry									
2.4. Medical									
2.5. Office									
3. Travel									
3.1. Company									
3.2. Client Services									
3.3. Volunteer									
3.4. Printing									
3.5. Subscription									
3.6. Audit and Legal									
3.7. Insurance									
3.8. Bond Expenses									
4. Software									
4.1. Marketing/Communications									
4.2. Staff Supplies and Training									
4.3. Subcontract/Agreements									
4.4. Other (provide detail secondary)									
5. Commodity/Program - 200									
5.1. Nutrition - 200									
5.2. Nutrition - 200									
5.3. Nutrition - 200									
5.4. Nutrition - 200									
5.5. Nutrition - 200									
5.6. Nutrition - 200									
5.7. Nutrition - 200									
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5.97. Nutrition - 200									
5.98. Nutrition - 200									
5.99. Nutrition - 200									
5.100. Nutrition - 200									
TOTAL									
Indirect As A Percent of Direct									

  
 Date: 5/15/17

**Exhibit B-4 Amendment #1  
Infrastructure Budget**

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

State/Program Name: SeasideHealth Community Services

Budget Request No: WIC Program - Infrastructure  
099-0049-0000-11-0000

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

Line Item	Total Program Cost			Contractor Share (100%)			Funded by (2018) contract share		
	Direct, Incremental	Indirect, Fixed	Total	Direct, Incremental	Indirect, Fixed	Total	Direct, Incremental	Indirect, Fixed	Total
1. (01) Administration									
2. Personnel Services									
3. Construction									
4. Equipment									
5. Health and Maintenance									
6. Supplies									
7. Contractual									
8. Lab									
9. Pharmacy									
10. Medical									
11. Office									
12. Travel									
13. Contingency									
14. Current Expenses									
15. Telephone									
16. Postage									
17. Printing									
18. Fuel and Travel									
19. Insurance									
20. Bond Expenses									
21. Utilities									
22. Printing/Communications									
23. Staff Education and Training									
24. Subcontract/Leases									
25. Other (Specify details mandatory)									
26. Contract Management Costs - (0)									
27. Lab Advisory - (0)									
28. Laboratory Fee - (0)									
29. Health Agency - (0)									
30. Program Services - (0)									
31. Health Paper/Computer Equipment Expenses									
<b>TOTAL</b>	<b>6,876.00</b>		<b>6,876.00</b>				<b>6,876.00</b>		<b>6,876.00</b>

*[Handwritten Signature]*  
5/14/18

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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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

New Hampshire Department of Health and Human Services



Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

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.).

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New Hampshire Department of Health and Human Services

Exhibit K

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

Exhibit K

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/doit/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.



- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

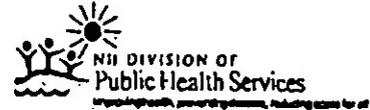


Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



45  
MAY

May 1, 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 agreements with the vendors listed below in an amount not to exceed \$5,878,624 to provide statewide Women, Infants and Children, Special Supplemental Nutrition Food Program and Breastfeeding Peer Counseling Program services to low income women and children, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 100% Federal Funds

Vendor	Location	Vendor Number	Budget
Community Action Program of Belknap and Merrimack Counties, Inc.	Concord, NH	177203-B003	\$1,563,730
Goodwin Community Health	Somersworth, NH	154703-B001	\$980,328
Southern New Hampshire Services, Inc.	Manchester, NH	177198-B006	\$2,688,068
Southwestern Community Services, Inc.	Keene, NH	177511R001	\$646,498
<b>Total:</b>			<b>\$5,878,624</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019 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.

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

**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$47,452
2018	102-500734	Contracts for Program Services	90006002	\$45,911
2018	102-500734	Contracts for Program Services	90006003	\$314,865
2018	102-500734	Contracts for Program Services	90006004	\$277,005
2018	102-500734	Contracts for Program Services	90006022	\$36,730
2018	102-500734	Contracts for Program Services	90006041	\$60,902
			Sub-Total:	\$782,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$63,779
2018	102-500734	Contracts for Program Services	90006002	\$10,719
2018	102-500734	Contracts for Program Services	90006003	\$262,086
2018	102-500734	Contracts for Program Services	90006004	\$92,186
2018	102-500734	Contracts for Program Services	90006022	\$23,545
2018	102-500734	Contracts for Program Services	90006041	\$38,849
			Sub-Total:	\$491,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$151,356
2018	102-500734	Contracts for Program Services	90006002	\$57,349
2018	102-500734	Contracts for Program Services	90006003	\$701,791
2018	102-500734	Contracts for Program Services	90006004	\$271,966
2018	102-500734	Contracts for Program Services	90006022	\$58,929
2018	102-500734	Contracts for Program Services	90006041	\$103,643
			Sub-Total:	\$1,345,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90006001	\$33,272
2018	102-500734	Contracts for Program Services	90006002	\$6,668
2018	102-500734	Contracts for Program Services	90006003	\$187,488
2018	102-500734	Contracts for Program Services	90006004	\$53,347
2018	102-500734	Contracts for Program Services	90006022	\$15,338
2018	102-500734	Contracts for Program Services	90006041	\$26,136
			Sub-Total:	\$322,249
			TOTAL:	\$2,941,312

**Community Action Program for Belknap and Merrimack Counties**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$47,452
2019	102-500734	Contracts for Program Services	90006002	\$45,911
2019	102-500734	Contracts for Program Services	90006003	\$314,865
2019	102-500734	Contracts for Program Services	90006004	\$277,005
2019	102-500734	Contracts for Program Services	90006022	\$36,730
2019	102-500734	Contracts for Program Services	90006041	\$58,902
			Sub-Total:	\$780,865

**Goodwin Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$63,779
2019	102-500734	Contracts for Program Services	90006002	\$10,719
2019	102-500734	Contracts for Program Services	90006003	\$262,086
2019	102-500734	Contracts for Program Services	90006004	\$92,186
2019	102-500734	Contracts for Program Services	90006022	23,545
2019	102-500734	Contracts for Program Services	90006041	36,849
			Sub-Total:	\$489,164

**Southern New Hampshire Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$151,356
2019	102-500734	Contracts for Program Services	90006002	\$57,349
2019	102-500734	Contracts for Program Services	90006003	\$701,791
2019	102-500734	Contracts for Program Services	90006004	\$271,966
2019	102-500734	Contracts for Program Services	90006022	\$58,929
2019	102-500734	Contracts for Program Services	90006041	\$101,643
			Sub-Total:	\$1,343,034

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	102-500734	Contracts for Program Services	90006001	\$33,272
2019	102-500734	Contracts for Program Services	90006002	\$6,668
2019	102-500734	Contracts for Program Services	90006003	\$187,488
2019	102-500734	Contracts for Program Services	90006004	\$53,347
2019	102-500734	Contracts for Program Services	90006022	15,338
2019	102-500734	Contracts for Program Services	90006041	\$24,136
			Sub-Total:	\$320,249
			TOTAL:	\$2,933,312

**05-95-90-902010-33960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM, EWIC IMPLEMENTATION**

**Southwestern Community Services**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Services	90003396	\$4,000
			Sub-Total:	\$4,000
			TOTAL:	\$4,000
			FINAL TOTAL:	\$5,878,624

**EXPLANATION**

The purpose of this agreement is to provide supplemental nutritious foods and public health nutrition and breastfeeding services to eligible low-income population groups; pregnant women, postpartum women, infants and preschool children up to age 5 years in four service areas that cover the State.

The Women, Infants, and Children (WIC) Nutrition Program has shown to be effective in improving the health outcomes of pregnant women, new mothers and children. Families redeem their WIC benefits through the purchase of healthy foods at local authorized retailers. Women, infants and children who participate in WIC are linked to healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. The WIC Program has shown to be cost-effective in improving the health and nutritional status of low-income women, infants, and children. Federal regulations require that the WIC Program be provided statewide.

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding for the first six months, with continued breastfeeding and complementary foods through the first year of life. The Special Supplemental Nutrition Program for Women, Infants, and Children supports and promotes breastfeeding as the optimal way to feed infants. The New Hampshire WIC Program has implemented a variety of breastfeeding promotion and education initiatives to improve the rates of breastfeeding initiation and duration among mothers enrolled in WIC through its Peer Counseling Program.

On January 4, 2017 the Department released a Request for Proposals to solicit proposals from qualified applicants in four service areas. The Request for Proposals was available on the Department's website from January 4, 2017 through March 14, 2017. Four proposals were received, one for each service area.

A team of individuals with program specific knowledge reviewed the proposals. All four vendors were selected. Funds were distributed according to assigned caseloads for each service area and the level of priority for each caseload. Each assigned caseload was broken into high priority, medium priority and low priority according to high risk pregnancies, low birth weights, late or no prenatal care, and nutritional risk and assigned a price per participant cost. New Hampshire WIC is implementing electronic benefit transfer WIC services for the provision of healthy foods with a federal mandate to be rolled out statewide by 2020.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

These contracts contain 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.

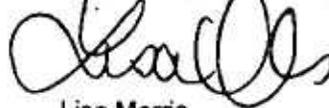
Should the Governor and Executive Council not approve this request, women, infants, and children may not have access to healthy foods and nutrition education that could improve health and lower medical costs.

Area Served: Statewide

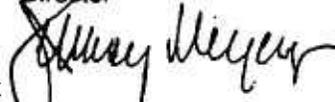
Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture.

In the event that 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



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

Special Supplemental Nutrition  
Program for Women, Infants & Children  
RFP Name

RFP-2018-DPHS-11-SPEC1  
RFP Number

Reviewer Names

Bidder Name

1. CAP Belknap-Merrimack Counties, Inc.
2. Goodwin Community Health
3. Southern NH Services, Inc.
4. Southwestern Community Services

Pass/Fail	Maximum Points	Actual Points
	200	183
	200	167
	200	182
	200	182

1. Stacy Smith
2. Jessica Webb
3. Fran McLaughlin  
Lisa Sirois, Administrator
4. Nutrition Services DPHS
5. \_\_\_\_\_
6. \_\_\_\_\_

Subject: WIC and Breastfeeding Peer Counseling Services (RFP-2018-DPHS-11-SPEC-04)

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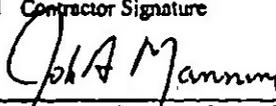
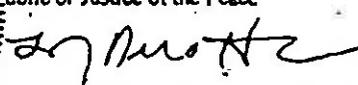
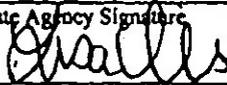
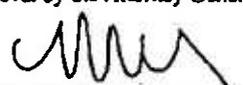
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Southwestern Community Services		1.4 Contractor Address PO BOX 603, Keene, NH 03431	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 05-93-90-902010-5260-102-500731 05-93-90-902010-5260-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$646,498
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	
1.13 Acknowledgement: State of NH, County of Cheshire On this 5th day of May, 2018, 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 1.11.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Leisa Perrotta, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: 5/15/17 Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Yon, Attorney 5/24/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

gm  
SPP7

Subject: WIC and Breastfeeding Peer Counseling Services (RFP-2018-DPHS-11-SPEC-04)

**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**

**E. 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 Southwestern Community Services		1.4 Contractor Address PO BOX 603, Keene, NH 03431	
1.5 Contractor Phone Number 603-352-7312	1.6 Account Number 05-95-90-902010-3260-102-500731 05-95-90-902010-3260-102-500734 05-95-90-902010-3396-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$646,498
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: _____		1.15 Name and Title of State Agency Signatory	
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: _____			
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 1.18, 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 or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. 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 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written 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.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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.

#### 2. STATEMENT OF WORK

- 2.1 The Contractor shall provide public health nutrition and breastfeeding services to specific low income eligible population groups, pregnant women, new mothers, infant, and preschool children through the Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Breastfeeding Peer Counseling (BFPC) Program.
- 2.2 The Contractor shall:
  - 2.2.1 Purchas seventy-five (75) Magnetic Swipe Card readers for the implementation of eWIC services for all the WIC Clinics in New Hampshire.
  - 2.2.2 Provide WIC services to the contracted caseload of 1,646 to include women, infants and children each month utilizing the StarLINC MIS system in the counties of Cheshire and Sullivan.
  - 2.2.3 Provide Special Supplemental Nutrition Program for Women Infants and Children (WIC) benefits to the contracted participants (WIC Contracted Caseload) each month. The Contractor must serve 95% - 105% of contracted caseload monthly.
  - 2.2.4 Adhere to all rules promulgated by the United States Department of Agriculture (USDA) governing the WIC Program, as well as the NH WIC State Plan, Policy and Procedure Manual and the NH Administrative Rules.
  - 2.2.5 Adhere to USDA Office of Civil Rights policies, including the non-discrimination statement on all online and designated print program materials.



## Exhibit A

- 2.2.6 Be responsible for the on-going recruitment and retention of participants, which shall include, but not limited to:
  - 2.2.6.1 Include national WIC enrollment and retention website ([www.signupwic.com](http://www.signupwic.com)) in outreach materials and on individual agency website;
  - 2.2.6.2 Use of local print media and/or social media using State Agency approved WIC logo and content;
  - 2.2.6.3 Distribution of WIC informational booklets and referral materials;
  - 2.2.6.4 Coordination with health and social service programs and agencies, with best practice to have a direct referral system;
  - 2.2.6.5 Maintenance of participant waiting list, if appropriate;
  - 2.2.6.6 Specific activities outlined in work plan to foster early enrollment for pregnant women and infants;
  - 2.2.6.7 Specific activities outlined in work plan targeting retention of children until their fifth birthday; and
  - 2.2.6.8 Specific activities outlined in work plan targeting breastfeeding families.
- 2.2.7 Submit all clinic locations to DPHS at the start of each contract year to maximize accessibility and the benefit to the community and potential applicants. New clinic locations must be submitted to DPHS for prior approval. The Contractor shall consider the following when requesting new permanent and mobile clinic locations:
  - 2.2.7.1 A minimum of twenty-five (25) enrolled participants;
  - 2.2.7.2 Nearby WIC-authorized food stores;
  - 2.2.7.3 Other community and health services that serve WIC eligible participants; and
  - 2.2.7.4 Available transportation for accessing the WIC clinic.
- 2.2.8 Offer early evening appointments, including certification appointments, (6 pm or later) at a minimum of four (4) clinics per month including a minimum of one clinic per county.
- 2.2.9 Provider referrals to Medicaid and the Food Stamp Program.
- 2.2.10 Provide referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
- 2.2.11 Provide nutrition education to each WIC Program participant according to individual needs.
- 2.2.12 Provide nutrition education by a WIC nutritionist for all pregnant women and infants enrolled in the program at every WIC visit to promote/maximize positive health outcomes.
- 2.2.13 Provide participants with follow-up appointments according to the NH Policy and Procedure Manual.



## Exhibit A

- 
- 2.2.14 Be responsible for issuing food benefits in compliance with the NH Policy and Procedure Manual.
  - 2.2.15 Provide all participants with a current Approved Foods List, a current list of authorized retail vendors in the Vendor's services, and training on the redemption of WIC Program food benefits.
  - 2.2.16 Assure that appropriate administrative and/or professional staff attends all administrative meetings and nutrition and breastfeeding trainings provided by the State Agency, as required.
  - 2.2.17 Conduct annual civil rights training for staff and maintain attendance records in accordance with federal regulations.
  - 2.2.18 Protect the integrity of the program by assuring that all participants are informed of their rights and rules for participation in the program.
  - 2.2.19 Adjust the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program that may occur during the period of the contract.
  - 2.2.20 Assure that WIC staff asks every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, create awareness of the referral service, and refer those that indicate they are ready to quit.
  - 2.2.21 Not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC services without specific written approval from the Department.
  - 2.2.22 Assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, annual computer security agreement, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
  - 2.2.23 Comply with a management evaluation every other year, and an agency self-evaluation on opposite years, using the State Agency Management Evaluation tools in compliance with the NH Policy and Procedure Manual or as otherwise directed.
  - 2.2.24 Notify the Department regarding planned changes in staff, clinic relocations, clinic closures, and other major changes in advance when possible, and submit an updated staff list.
  - 2.2.25 Conduct special projects as appropriate funding is received.
  - 2.2.26 Complete and submit quarterly time studies on all WIC and BFPC staff utilizing forms and instructions provided by the State Agency Compliance and Reporting Requirements.

### 3. REPORTING REQUIREMENTS

- 3.1 The Contractor shall provide an annual work plan, which shall include work plans for each performance measure, no later than July 30<sup>th</sup> of each contract year.



## Exhibit A

- 3.2 The Contractor shall provide a mid-year progress report no later than January 30<sup>th</sup> of each contract year.
- 3.3 The Contractor shall provide a year-end report no later than June 30<sup>th</sup> of each contract year.

### 4. STAFFING

- 4.1 The Contractor shall ensure that staff who provide nutrition services meet standard qualifications as well as any State licensure and/or certification requirements, have clearly defined roles and responsibilities and successfully perform their respective roles and responsibilities.
- 4.2 The Contractor shall maintain a competent and adequate level of staffing and achieve the following WIC and BFPC recommended staffing levels.
- 4.3 The Contractor shall ensure the ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA standards.
- 4.4 The Contractor shall maintain a recommended ratio of 350-400 participants to one FTE staff person.
- 4.5 The Contractor shall maintain a recommended ratio of 750-800 participants to one FTE nutritionist.
- 4.6 The Contractor shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The Contractor may choose to meet this obligation by developing a written Memorandum of Agreement (MOU) with local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC Nutrition Coordinator is a Registered Dietitian.
- 4.7 The Contractor shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a comparable training within 24 months to become a certified lactation counselor. Best practice is that the WIC Breastfeeding Coordinator is an International Board Certified Lactation Consultant (IBCLC).
- 4.8 Contractors that serve a caseload of more than 4,000 participants monthly shall have on staff 1 FTE Nutrition Coordinator and 1 FTE Breastfeeding Coordinator.
- 4.9 The Contractor shall have peer counselors that meet the definition of a peer counselor, in compliance with the USDA Loving Support Model.
- 4.10 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator. This position may be performed by the Breastfeeding Coordinator.

### 5. PERFORMANCE MEASURES



**Exhibit A**

- 5.1 To measure and improve the quality of public health services, the Department employs a performance management model. The model, comprised of four components, provides a common language and framework for the Department and its community partners. The four components consist of 1. Performance Standards, 2. Performance Measurement, 3. Reporting of Progress, and 4. Quality Improvement. The Department has established the following performance measures for the work to be carried out:
- 5.1.1 Performance Measure #1: Increase the percentage of prenatal participants enrolled in the WIC Program by the 3<sup>rd</sup> month of pregnancy.
  - 5.1.2 Performance Measure #2: Increase the percentage of three (3) and four (4) year old children who continue enrollment in WIC until their 5<sup>th</sup> birthday.
  - 5.1.3 Performance Measure #3: Increase the percentage of infants exclusively and partially breastfed to 6 months.
  - 5.1.4 Performance Measure #4: Increase the number of WIC clinics that utilize innovative strategies to increase access to WIC services, retain participants and improve participant satisfaction.
  - 5.1.5 Performance Measure #5: Increase the percentage of caseload served to 95% - 105% of the assigned caseload.
- 5.2 All performance measures shall reflect an emphasis on participant centered services and consideration of influence principles in leading to behavior change. The Contractor is required to describe the work plan, the steps that will be taken towards meeting the performance measures and the quality assurance and evaluation process that will be used to assure progress. The Contractor shall submit a report on their activities and progress towards meeting the performance measures every six (6) months and a final report on the overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at the end of the two year contract period.

**Workplan Schedule**

SFY2018 Workplan Revisions Due	July 30, 2017
SFY 2018 Mid- Year Report	January 30, 2018
SFY 2018 End Year Report	June 30, 2018
SFY 2019 Workplan Revisions Due	June 30, 2018
SFY 2019 Mid-Year Report	January 30, 2019
2 year Final Close-Out Report	June 30, 2019



Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #10.557, U.S. Department of Agriculture, Special Supplemental Nutrition Program for Women, Infants, and Children, 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, B-2, B-3, B-4 and B-5.
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 sub-contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

NH Department of Health and Human Services  
129 Pleasant Street  
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 required additional approval of the Governor and Executive Council.

*Jm*

5/9/17

**Exhibit B-1  
Budget**

New Hampshire Department of Health and Human Services

BlondProgram Home Southwestern Community Service, Inc  
 Budget Request For WIC ONLY  
 000-0000-0000-1-1-0000  
 Budget Period: 0FY 0011

	000-0000-0000-1-1-0000	000-0000-0000-1-1-0000	000-0000-0000-1-1-0000	000-0000-0000-1-1-0000	000-0000-0000-1-1-0000	000-0000-0000-1-1-0000	000-0000-0000-1-1-0000
1. Personnel	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
2. Professional Services	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
3. Contractual	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
4. Travel	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
5. Printing	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
6. Telephone	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
7. Postage	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
8. Office Supplies	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
9. Reproduction	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
10. Information Systems	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
11. Other (Use in Detail, if necessary)	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
12. Mobile Internet Services	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
13. Other Capital	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00	11,111.00
<b>TOTAL</b>	<b>111,111.00</b>						

Checked by: *SM*  
 Date: 5/1/17



**Exhibit B-3  
Budget**

New Hampshire Department of Health and Human Services

State/Program Name: Southwestern Community Services, Inc

Budget Request For: SFYC ONLY

SP# 2004-016-11-0000

Budget Period: SFY 2010

[REDACTED]										
1. Total Budget/Agency										
2. Personnel Services										
3. Materials										
4. Printing										
5. Travel										
6. Food and Miscellaneous										
7. Telephone/Computer Related										
8. Reproduction										
9. Contractual										
10. Lease										
11. Maintenance										
12. Fuel										
13. Travel										
14. Contingency										
15. Capital Expenses										
16. Office										
17. Utilities										
18. Information										
19. Health and Legal										
20. Insurance										
21. Board Expenses										
22. Other										
23. Miscellaneous services/programs										
24. Fuel Expenses and Travel										
25. Informational programs										
26. Other (Specify details in notes)										
Monthly Program Services										
Project Expenses										
TOTAL		4,600.00		4,600.00				4,600.00		4,600.00

Submit As A Percent of Budget

8.8%

Contractor Initial: CM  
Date: 5/17/07

**Exhibit B-4  
Budget**

New Hampshire Department of Health and Human Services

Division/Program Name: Southeastern Community Services, Inc

Budget Request for: WIC ONLY

000-00000-1000

Budget Period: SFY 2019

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1. Salaries	12,111.00	12,111.00	12,111.00	12,111.00	12,111.00	12,111.00	12,111.00	12,111.00	12,111.00	12,111.00	12,111.00	12,111.00	12,111.00
2. Salaries - Seasonal	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
3. Benefits	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
4. Travel	712.00	712.00	712.00	712.00	712.00	712.00	712.00	712.00	712.00	712.00	712.00	712.00	712.00
5. Telephone	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
6. Office	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
7. Other	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
8. Contract Expenses	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
9. Printing	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
10. Postage	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
11. Reproduction	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
12. Rent and Lease	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
13. Insurance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
14. Other	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
15. Other (Specify in the Remarks)	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
16. Multi-Personnel Services	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
17. Indirect Expenses	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
<b>TOTAL</b>	<b>224,000.00</b>												

Submitted As A Percent of Gross

Contractor Initials: *DM*  
Date: 5/9/17





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. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to Ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

gm

5/9/17

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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. 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.

Jm  
Date 5/9/17



**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 GRANTEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-5160 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;

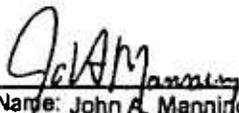
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements 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: Southwestern Community Services, Inc.

May 9, 2017  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer



**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

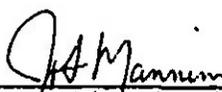
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Southwestern Community Services, Inc.

May 9, 2017  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer



**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



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 (f)(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: Southwestern Community Services, Inc.

May 9, 2017  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer



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

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

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

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

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

Exhibit G

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

Contractor Initials

*Jm*

Date

5/9/17

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: Southwestern Community Services, Inc.

May 8, 2017

Date

Name: John A. Manning

Title: Chief Executive Officer

Exhibit G

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

Contractor Initials

Date

5/9/17



**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: Southwestern Community Services, Inc.

May 9, 2017  
Date

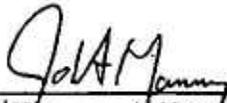
  
Name: John A. Manning  
Title: Chief Executive Officer



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.



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



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 (l). 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



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 164.526.
  - 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

JM

Date 5/9/17



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.

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5/9/17



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 \_\_\_\_\_  
*Lisa Morris*  
 Signature of Authorized Representative  
 LISA MORRIS  
 Name of Authorized Representative  
 Director, DPHS  
 Title of Authorized Representative  
 5/15/17  
 Date

Southwestern Community Services, Inc.  
 Name of the Contractor  
*J.A. Manning*  
 Signature of Authorized Representative  
 John A. Manning  
 Name of Authorized Representative  
 Chief Executive Officer  
 Title of Authorized Representative  
 May 9, 2017  
 Date



**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.

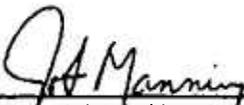
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: Southwestern Community Services, Inc.

May 9, 2017

Date

  
Name: John A. Manning  
Title: Chief Executive Officer



FORM A

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

1. The DUNS number for your entity is: 081251381
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, 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 6104 of the Internal Revenue Code of 1986?

NO  YES

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

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

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

Name: _____	Amount: _____

*JM*  
5/9/17