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

Lori A. Weaver
Commissioner

Iain N. Watt
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

August 27, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003), Concord, NH, to continue providing a Commodity Supplemental Food Program and a Senior Farmers Market Nutrition Program, statewide, by exercising a contract renewal option by increasing the price limitation by \$59,305 from \$2,542,044 to \$2,601,349 and extending the completion date from September 30, 2024 to December 31, 2024, effective October 1, 2024, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 21, 2017, item #49; as amended on May 2, 2018, item #5B; and amended on March 13, 2019, item #14; and amended on January 22, 2020, item #19; and amended and approved by the Governor on June 4, 2021, as presented to the Governor and Executive Council on June 30, 2021, Informational Item F, and as approved by the Governor and Council on June 30, 2021, item #48; and as most recently amended on April 12, 2023, item #31.

Funds are available in the following account for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to allow the Contractor to continue providing the Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program and support low-income older adults with supplemental food, statewide.

The Contractor will continue conducting outreach to identify eligible applicants, provide nutrition education, and issue food benefits. Additionally, the Contractor orders and maintains inventory, provides storage and handling, and distributes food statewide in compliance with USDA regulations.

Approximately 2,454 individuals will be served on a monthly basis through December 31, 2024.

The Department will continue to monitor contracted services to ensure:

- Supplemental food is provided to a minimum of ninety-five percent (95%) of the assigned Commodity Supplemental Foods Program caseload through December 31, 2024.
- Farm fresh bundles are provided to a minimum of ninety-five percent (95%) of the assigned Commodity Supplemental Foods Program caseload through December 31, 2024.

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

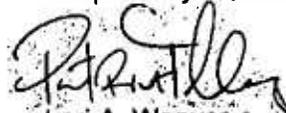
Should the Governor and Council not authorize this request, food insecure individuals who meet income and age requirements for the Commodity Supplemental Food Program and Senior Farmer's Market Nutrition Program will not be provided with supplemental foods.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number 10.565, FAIN.244NH814Y8005

If federal funds become no longer available to support these programs, General Funds will not be requested.

Respectfully submitted,


Lori A. Weaver
Commissioner

Commodity Supplemental Foods Program (CSFP) and Senior Farmers Market Food Program (SFMNP)
RFP-2018-DPHS-12-COMMO-01-A06

Fiscal Detail Sheet

05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WIC SUPPLEMENTAL NUTRITION PROGRAM, 100% FEDERAL FUNDS

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

05-95-90-902010-74230000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, SENIOR NUTRITION PROGRAMS 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Public Asst and Relief	90006007	\$192,272	\$0	\$192,272
2022	074-500589	Grants for Public Asst and Relief	90006024	\$1,097	\$0	\$1,097
2022	074-500589	Grants for Public Asst and Relief	90006025	\$1,536	\$0	\$1,536
2023	074-500589	Grants for Public Asst and Relief	90006007	\$275,846	\$0	\$275,846
2023	074-500589	Grants for Public Asst and Relief	90006024	\$8,098	\$0	\$8,098
2023	074-500589	Grants for Public Asst and Relief	90006025	\$78,601	\$0	\$78,601
2024	074-500589	Grants for Public Asst and Relief	90006007	\$254,722	\$0	\$254,722
2024	074-500589	Grants for Public Asst and Relief	90006024	\$8,098	\$0	\$8,098
2024	074-500589	Grants for Public Asst and Relief	90006025	\$78,601	\$0	\$78,601
2025	074-500589	Grants for Public Asst and Relief	90006007	\$63,681	\$59,305	\$122,986
2025	074-500589	Grants for Public Asst and Relief	90006024	\$8,098	\$0	\$8,098
2025	074-500589	Grants for Public Asst and Relief	90006025	\$78,601	\$0	\$78,601
			<i>Subtotal</i>	\$1,049,251	\$59,305	\$1,108,556
			Total	\$2,542,044	\$59,305	\$2,601,349

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #49), as amended on May 2, 2018 (Item #5B), and amended on March 13, 2019 (Item #14), and amended on January 22, 2020 (Item #19), and amended as approved by the Governor on June 6, 2021 and subsequently approved by Governor and Council on June 30, 2021 (Item #48), Informational Item F, and as most recently amended on April 12, 2023 (Item #31), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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:
\$2,601,349
2. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
December 31, 2024
3. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 1, to read:
 1. This contract is funded with 100% Federal Funds from the US Department of Agriculture, Food and Nutrition Service:
 - 1.1. Commodity Supplemental Food Program, as awarded on 10/02/2019, Assistance Listing Number (ALN) 10.565, Federal Award Identification Number (FAIN) 204NH814Y8005; and as awarded on 10/06/2022, FAIN 234NH814Y8005; and as awarded on 10/06/2023, FAIN 244NH814Y8005.
 - 1.2. Senior Farmers Market Nutrition Program, as awarded 3/5/2019, ALN 10.576, FAIN 194NH083Y8313 and FAIN 194NH083Y8314; and as awarded on 01/22/2024, FAIN 244NH083Y8313 and FAIN 244NH083Y8314.
4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 3, to read:
 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures in accordance with the approved budget line items in Exhibit B-1 Budget through B-17 Budget, Amendment #6, Commodity Supplemental Food Program – State Fiscal Year 2025.
5. Add Exhibit B-17 Budget, Amendment #6, Commodity Supplemental Food Program – State Fiscal Year 2025, which is attached hereto and incorporated by reference herein.

DS
JA

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 October 1, 2024, 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

8/30/2024

Date

DocuSigned by:

Iain Watt

D7788863F9704C7...

Name: Iain Watt

Title: Director - DPHS

Community Action Program Belknap-Merrimack Counties,
Inc.

8/28/2024

Date

DocuSigned by:

Jeanne Agri

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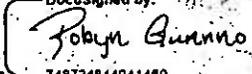
Name: Jeanne Agri

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

9/3/2024
Date

DocuSigned by:

748734844941460
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-17 Budget, Amendment #6

New Hampshire Department of Health and Human Services	
Contractor Name:	Community Action Program Belknap-Merrimack Counties Inc.
Budget Request for:	Commodity Supplemental Food Program (CSFP)
Budget Period:	October 1, 2024 - December 31, 2024
Indirect Cost Rate (if applicable):	10% (de minimis rate)
Line/Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$11,213
2. Fringe Benefits	\$3,737
3. Consultants	\$100
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$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	\$200
6. Travel	\$6,000
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$8,905
Other (please specify)	\$14,250
Other (please specify)	\$325
Other (please specify)	\$150
Other (please specify)	\$1,800
9. Subrecipient Contracts	\$8,538
Total Direct Costs	\$55,218
Total Indirect Costs	\$4,087
TOTAL	\$59,305

Community Action Program Belknap-Merrimack Counties Inc.

2018-DPHS-12-COMMO-01-A06

Contractor Initials:

DS
JA

Date: 8/28/2024

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: 0006758796



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of August A.D. 2024.

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, Christopher J. Pyles, President, Board of Directors, hereby certify that:

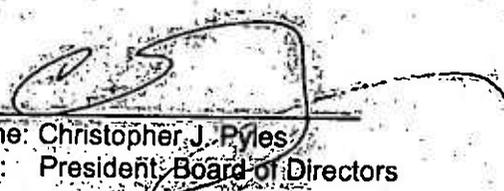
1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 14, 2024, at which a quorum of the Directors were present and voting.

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, Christopher J. Pyles, Chair, 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 was valid thirty (30) days prior to and 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: 8/23/24

Signature of Elected Officer


Name: Christopher J. Pyles
Title: President, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2024

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).

PRODUCER Cross Insurance-Manchester 1100 Elm Street Manchester, NH 03101	CONTACT NAME: Stephanie Peffer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com																					
INSURED 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: Selective Insurance Co. of SC</td> <td></td> <td style="text-align: center;">19259</td> </tr> <tr> <td>INSURER B: Granite State Health Care c/o Midwest Employers Casua</td> <td></td> <td style="text-align: center;">23612</td> </tr> <tr> <td>INSURER C: Federal Ins Co</td> <td></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 c/o Midwest Employers Casua		23612	INSURER C: Federal Ins Co		20281	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 23-24 All; 24-25 D&O & WC **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 <input checked="" type="checkbox"/> OTHER: Professional Liability			S 2509940	10/01/2023	10/01/2024	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 Professional Liability \$ 1,000,000
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			S 2509940	10/01/2023	10/01/2024	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			S 2509940	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20240000547 (3a.) NH	01/01/2024	01/01/2025	<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			J06511302	04/01/2024	04/01/2025	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.

CERTIFICATE HOLDER State of New Hampshire, Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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

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

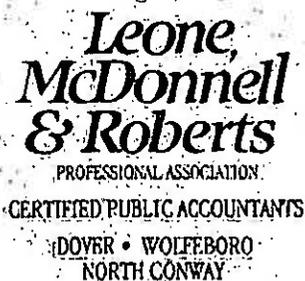
**FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

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INDEPENDENT AUDITORS' REPORT

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

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, 2023 and 2022, 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, 2023 and 2022, 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 14, 2023, 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*

Dover, New Hampshire
September 14, 2023

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2023 AND 2022**

	<u>ASSETS</u>	
	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash	\$ 1,711,575	\$ 1,384,485
Accounts receivable	6,027,912	5,244,621
Inventory	81,569	271,926
Prepaid expenses	100,225	33,928
Investments	<u>128,956</u>	<u>138,793</u>
Total current assets	<u>8,050,237</u>	<u>7,073,753</u>
PROPERTY		
Land, buildings and improvements	7,627,214	7,368,799
Equipment, furniture and vehicles	4,762,497	6,335,485
Construction in process	<u>132,920</u>	<u>41,401</u>
Total property	12,522,631	13,745,685
Less accumulated depreciation	<u>6,165,156</u>	<u>7,528,363</u>
Property, net	<u>6,357,475</u>	<u>6,217,322</u>
OTHER ASSETS		
Right of use asset	1,387,327	-
Cash escrow and reserve funds	77,328	89,468
Tenant security deposits	8,247	9,120
Due from related party	<u>61,348</u>	<u>65,488</u>
Total other assets	<u>1,534,250</u>	<u>164,076</u>
TOTAL ASSETS	<u>\$ 15,941,962</u>	<u>\$ 13,455,151</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 237,926	\$ 314,265
Current portion of right of use liability	461,162	-
Line of credit	-	154,350
Accounts payable	4,550,252	3,635,655
Accrued expenses	1,177,337	1,086,207
Refundable advances	<u>1,817,340</u>	<u>1,537,802</u>
Total current liabilities	<u>8,244,017</u>	<u>6,728,279</u>
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	668,146	900,489
Right of use liability, less current portion shown above	926,165	-
Tenant security deposits	<u>8,221</u>	<u>9,120</u>
Total liabilities	<u>9,846,549</u>	<u>7,637,888</u>
NET ASSETS		
Without donor restrictions	5,530,452	5,179,734
With donor restrictions	<u>564,961</u>	<u>637,529</u>
Total net assets	<u>6,095,413</u>	<u>5,817,263</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 15,941,962</u>	<u>\$ 13,455,151</u>

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2023

	<u>Without Donor</u> <u>Restrictions</u>	<u>With Donor</u> <u>Restrictions</u>	<u>Total</u>
REVENUES AND OTHER SUPPORT:			
Grant awards	\$ 56,930,603	\$ -	\$ 56,930,603
Rental income	140,962		140,962
Other funds	2,804,065	3,122,293	5,926,358
In-kind	401,748		401,748
United Way	3,659		3,659
Interest income	895		895
Realized loss on sale of equipment	(36,538)		(36,538)
	<u>60,245,394</u>	<u>3,122,293</u>	<u>63,367,687</u>
NET ASSETS RELEASED FROM RESTRICTIONS			
	<u>3,194,861</u>	<u>(3,194,861)</u>	
Total	<u>63,440,255</u>	<u>(72,568)</u>	<u>63,367,687</u>
EXPENSES			
Program	61,101,300		61,101,300
Management	1,988,237		1,988,237
Total expenses	<u>63,089,537</u>		<u>63,089,537</u>
CHANGE IN NET ASSETS	350,718	(72,568)	278,150
NET ASSETS, BEGINNING OF YEAR	<u>5,179,734</u>	<u>637,529</u>	<u>5,817,263</u>
NET ASSETS, END OF YEAR	<u>\$ 5,530,452</u>	<u>\$ 564,961</u>	<u>\$ 6,095,413</u>

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</u> <u>Restrictions</u>	<u>With Donor</u> <u>Restrictions</u>	<u>Total</u>
REVENUES AND OTHER SUPPORT			
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
	<hr/>	<hr/>	<hr/>
Total revenues and other support	41,360,777	2,650,984	44,011,761
NET ASSETS RELEASED FROM RESTRICTIONS			
	3,062,287	(3,062,287)	-
	<hr/>	<hr/>	<hr/>
Total	44,423,064	(411,303)	44,011,761
EXPENSES			
Program	40,084,851	-	40,084,851
Management	1,917,438	-	1,917,438
	<hr/>	<hr/>	<hr/>
Total expenses	42,002,289	-	42,002,289
CHANGE IN NET ASSETS			
	2,420,775	(411,303)	2,009,472
NET ASSETS, BEGINNING OF YEAR			
	2,758,959	1,048,832	3,807,791
	<hr/>	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 5,179,734	\$ 637,529	\$ 5,817,263

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2023

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,902,376	\$ 841,141	\$ 9,743,517
Payroll taxes and benefits	2,422,222	155,843	2,578,065
Travel	233,521	16,301	249,822
Occupancy	1,360,924	133,139	1,494,063
Program services	44,607,205	-	44,607,205
Other costs:			
Accounting fees	66,194	1,959	68,153
Legal fees	24,793	268	25,061
Supplies	289,188	38,955	328,143
Postage and shipping	45,766	-	45,766
Equipment rental and maintenance	1,540	-	1,540
Printing and publications	41,775	15,970	57,745
Conferences, conventions and meetings	13,885	-	13,885
Interest	3,991	39,049	43,040
Insurance	131,454	30,788	162,242
Membership fees	13,298	10,283	23,581
Utility and maintenance	139,247	-	139,247
Computer services	71,214	-	71,214
Other	2,298,910	139,405	2,438,315
Depreciation	32,049	565,136	597,185
In-kind	401,748	-	401,748
Total functional expenses	\$ 61,101,300	\$ 1,988,237	\$ 63,089,537

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	927,525	53,611	981,136
Depreciation	566,151	-	566,151
In-kind	592,136	-	592,136
Total functional expenses	<u>\$ 40,084,851</u>	<u>\$ 1,917,438</u>	<u>\$ 42,002,289</u>

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 278,150	\$ 2,009,472
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	597,185	566,151
Paycheck Protection program loan forgiveness		(1,615,427)
Interest on deferred financing costs	483	483
Realized loss on disposal of equipment	36,538	(7,200)
Decrease (increase) in current assets:		
Accounts receivable	(783,291)	(1,481,812)
Inventory	190,357	(216,031)
Prepaid expenses	(66,297)	39,781
Due from related party	4,140	(65,488)
Tenant security deposits	873	(2,239)
Increase (decrease) in current liabilities:		
Accounts payable	914,597	2,109,823
Accrued expenses	91,130	297,256
Refundable advances	279,538	500,861
Tenant security deposits	(899)	2,239
	<u>1,542,504</u>	<u>2,137,869</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property		7,200
Additions to property	(773,876)	(1,141,101)
Investments	9,837	(10,797)
	<u>(764,039)</u>	<u>(1,144,698)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayments on line of credit	(154,350)	(225,678)
Repayment of long term debt	(309,165)	(258,743)
	<u>(463,515)</u>	<u>(484,421)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET INCREASE IN CASH AND RESTRICTED CASH	314,950	508,750
CASH AND RESTRICTED CASH BALANCE, BEGINNING OF YEAR	<u>1,473,953</u>	<u>965,203</u>
CASH AND RESTRICTED CASH BALANCE, END OF YEAR	<u>\$ 1,788,903</u>	<u>\$ 1,473,953</u>
CASH AND RESTRICTED CASH:		
Cash	\$ 1,711,575	\$ 1,384,485
Cash escrow and reserve funds	77,328	89,468
	<u>\$ 1,788,903</u>	<u>\$ 1,473,953</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 43,040</u>	<u>\$ 56,028</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, 2023 AND 2022**

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, 2023 AND 2022**

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 \$564,961 and \$637,529 at February 28, 2023 and 2022, 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, 2023 and 2022.

Sandy Ledge Limited Partnership (the 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, 2023 AND 2022**

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.

Contributions

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

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.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

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 \$401,748 and \$592,136 in donated facilities, services and supplies for the years ended February 28, 2023 and February 28, 2022, respectively (See Note 17).

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2023 and February 28, 2022 totaled \$133,749 and \$134,193, 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

Sandy Ledge (the Partnership) 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.

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.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

<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

New Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The Organization elected not to restate the comparative period. The Organization also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, (iii) initial direct costs for existing leases. The adoption of ASU 2016-02 resulted in the recognition of operating right of use assets of \$1,387,327 and operating right of use lease liabilities of \$1,387,327 as of March 1, 2022. Results for periods beginning prior to February 28, 2022 continue to be reported in accordance with the Organization's historical accounting treatment. The adoption of ASU 2016-02 did not have a material impact on the Organization's results of operations and cash flows.

In September 2020, the FASS issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; materials and supplies, such as food or clothing; intangible assets; and recognized contributed services. The ASU requires a not for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The Agency adopted the provisions of ASU 2020-07 during 2022.

2. 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, 2023 and 2022. The Organization has no policy for charging interest on overdue accounts.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

3. 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 \$1,817,340 and \$1,537,802 as of February 28, 2023 and 2022, respectively.

4. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of February 28:

	<u>2023</u>	<u>2022</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 1,711,575	\$ 1,384,485
Accounts receivable	6,027,912	5,244,621
Investments	128,956	138,793
Cash reserves	74,847	81,143
Cash escrow	<u>2,481</u>	<u>8,325</u>
Total financial assets	<u>7,945,771</u>	<u>6,857,367</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	564,961	637,529
Reserve funds	<u>74,847</u>	<u>81,143</u>
Amounts not available within one year	<u>639,808</u>	<u>718,672</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 7,305,963</u>	<u>\$ 6,138,695</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$10,200,000 and \$6,710,000, at February 28, 2023 and 2022, respectively. The Organization has a line of credit with \$700,000 and \$445,650, available to borrow on at February 28, 2023 and 2022, 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, 2023 and 2022 totaled \$209,878 and \$186,976, respectively.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

6. OPERATING LEASES

On January 1, 2022, the Organization was required to adopt ASU 2016-02, *Leases (Topic 842)*. As part of implementing ASU 2016-02, the Organization evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) assets represent the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk free borrowing rates commensurate with the lease terms, which was 1.8% at March 1, 2022. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below.

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, 2023 and 2022, the annual lease expense for the leased facilities was \$586,539 and \$544,299, respectively.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2024	\$ 488,157
2025	287,590
2026	92,911
2027	82,006
2028	77,500
Thereafter	<u>477,065</u>
	1,505,229
Less imputed interest	<u>117,902</u>
Total	<u>\$ 1,387,327</u>

7. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$691,684 and \$660,158 at February 28, 2023 and 2022, respectively. The Organization amended the policy effective March 1, 2022, the policy allows for a maximum of 50 days to be carried over to the next fiscal year, however, upon termination only two weeks will be paid out. The two week liability is \$285,599 at February 28, 2023.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

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 (7.75% and 3.25% at February 28, 2023 and 2022, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2023. There was a balance of \$154,350 outstanding at February 28, 2022.

The Organization had a revolving line of credit agreement (the line) in the amount of \$400,000, with a bank that is due on demand. The line called for monthly variable interest payments based on the LIBOR rate (2.41% at February 28, 2022). The line was secured by all the Organization's assets. There was no balance outstanding at February 28, 2022. The line was closed during the year ended February 28, 2023.

The Organization entered into an additional revolving line of credit agreement (the line) in the amount of \$500,000, with a bank that is due on June 2, 2023. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (7.75% at February 28, 2023). The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2023.

9. CONCENTRATION OF RISK

For the year ended February 28, 2023, approximately \$18,300,000 (29%), and \$32,000,000 (51%), of the Organization's total revenue was received from the Department of Health and Human Services and the Department of Treasury, respectively. For the year ended February 28, 2022, \$13,200,000 (30%), and \$15,300,000 (35%), of the Organization's total revenue was received from the Department of Health and Human Services and the Department of Treasury, respectively. 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:

	<u>2023</u>	<u>2022</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.	\$ 210,560	\$ 218,228

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

	<u>2023</u>	<u>2022</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.	71,040	219,279
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.	35,179	42,958
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.	65,076	116,572
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).	187,615	280,439
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>341,922</u>	<u>343,081</u>
Total long-term debt before unamortized deferred financing cost	911,392	1,220,557
Unamortized deferred financing costs	<u>(5,320)</u>	<u>(5,803)</u>
	906,072	1,214,754
Less amounts due within one year	<u>(237,926)</u>	<u>(314,265)</u>
Long term portion	<u>\$ 668,146</u>	<u>\$ 900,489</u>

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

The scheduled maturities of long-term debt as of February 28, 2023 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2024	\$ 237,926
2025	106,239
2026	27,053
2027	18,294
2028	11,783
Thereafter	<u>510,097</u>
	<u>\$ 911,392</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 \$319,873 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, 2023 is \$187,615. (See Note 10).

12. PROPERTY AND EQUIPMENT

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

	<u>2023</u>	<u>2022</u>
Land	\$ 279,340	\$ 279,340
Building and improvements	7,347,874	7,089,459
Equipment and vehicles	4,762,497	6,335,485
Construction in process	<u>132,920</u>	<u>41,401</u>
	12,522,631	13,745,685
Less accumulated depreciation	<u>6,165,156</u>	<u>7,528,363</u>
Property and equipment, net	<u>\$ 6,357,475</u>	<u>\$ 6,217,322</u>

Depreciation expense for the years ended February 28, 2023 and 2022 totaled \$597,185 and \$566,151, respectively.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

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, 2023.

14. NET ASSETS WITH DONOR RESTRICTIONS

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

	<u>2023</u>	<u>2022</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	142,251	143,437
Elder Services	7,317	68,427
Mary Gale	38,130	25,629
NH Rotary Food Challenge	-	5,064
Summer Feeding	20,503	47,540
Caring Fund	8,793	8,792
Agency – FAP	60,913	27,307
Agency Head Start	216,604	222,258
Agency – FP/PN	69,329	87,253
Community Crisis	-	350
Other Programs	458	809
	<hr/>	<hr/>
Total net assets with donor restrictions:	\$ 564,961	\$ 637,529

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 Support Services
TRCC Housing Limited Partnership	Low Income Housing Tax Credit Property

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

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, 2023 and 2022 was \$268,293 and \$324,385, respectively, and is included in accounts receivables. Additional amounts due from related parties at February 28, 2023 and 2022 were \$61,348 and 65,488, respectively.

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 \$128,956 and \$138,793 at February 28, 2023 and 2022, respectively.

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

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

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

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

At February 28, 2023 and 2022, the Organization's investments were classified as Level 1 and were based on fair value.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2023 AND 2022**

Fair Value Measurements using Significant Observable Inputs (Level 1)

	<u>2023</u>	<u>2022</u>
Beginning balance – mutual funds	\$ 138,793	\$ 126,996
Total gains (losses) – mutual funds	<u>(9,837)</u>	<u>11,797</u>
Ending balance – mutual funds	<u>\$ 128,956</u>	<u>\$ 138,793</u>

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

17. IN-KIND CONTRIBUTIONS/SERVICES

The Organization records the value of in-kind contributions according to the accounting policies described in **Note 1**.

The fair value of gifts in kind included contributions in the financial statements and the corresponding program expenses for the year ended February 28, 2023, is as follows:

Volunteer hours	
Head Start and Early Head Start	\$ 117,171
SCSEP	88,700
Rental space	146,026
Advertising	15,960
Donated goods	<u>33,891</u>
Total	<u>\$ 401,748</u>

18. 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.

19. SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through September 14, 2023, the date the consolidated financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM RELIQUA - WINDHAM COUNTY, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2012

FEDERAL GRANTOR PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
HEAD START CLUSTER					
Head Start	93 600		01CH2067-03-01	\$ 4,918,443	
CRSSA - Head Start	93 600		01NETG00523	82,567	
ARPA - Head Start	93 600		1NE000387-01-01	347,070	
			CLUSTER TOTAL	5,348,110	
Low Income Home Energy Assistance Program	93 558	State of New Hampshire	02-53-52-320010-10670000	5,363,170	
ARPA-Low Income Home Energy Assistance Program	93 558	State of New Hampshire	02-53-52-320010-24490000	3,207,214	
Low Income Home Energy Assistance Program-BWP	93 558	State of New Hampshire	02-53-52-320010-35400000	177,366	
ARPA-Low Income Home Energy Assistance Program-BWP	93 558	State of New Hampshire	02-53-52-320010-24490000	497,813	
			TOTAL	9,286,563	
Low Income Water Assistance Program	93 469	State of New Hampshire	02-53-52-24520000	33,094	
Community Services Block Grant	93 509	State of New Hampshire	2001NHCS03	366,683	
CV-Community Services Block Grant	93 509	State of New Hampshire	2001NHCS03	183,017	
			TOTAL	550,710	
Social Services Block Grants-Home Delivered & Congregate Meals	93 607	State of New Hampshire	05-95-48-481010-8255	472,549	
Temporary Assistance for Needy Families-Family Planning	93 558	State of New Hampshire	2001NHTANF	248	
Temporary Assistance for Needy Families-Family Planning FPAR	93 558	State of New Hampshire	2001NHTANF	1,211	
			TOTAL	1,460	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93 044	State of New Hampshire	17AAUNTS68	151,808	
Title III, Part C-Home Delivered Meals-HDCS	93 045	State of New Hampshire	2101NHCM06	83,419	
Title III, Part C-Home Delivered Meals	93 045	State of New Hampshire	2101NHCM06	754,967	
Title III, Part C-Congregate	93 045	State of New Hampshire	2101NHCM06	143,216	
Title III, Part C-Grab and Go Meals	93 045	State of New Hampshire	2101NHCM06	88,237	
NSP	93 083	State of New Hampshire	1056477	187,309	
			CLUSTER TOTAL	1,399,952	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93 875	State of New Hampshire	NONE PROVIDED	241,101	
ARPA-Child Care & Development Block Grant	93 875	State of New Hampshire	NONE PROVIDED	161,232	
Child Care Mandatory & Matching Funds of the CCDF	93 566	State of New Hampshire	NONE PROVIDED	57,708	
			CLUSTER TOTAL	460,041	
MEDICAID CLUSTER					
Medical Assistance Program	93 778	State of New Hampshire	90NHPP0008-01-00	104,588	
Medical Assistance Program - Veterans	93 778	Gateways Community Services		14,230	
			CLUSTER TOTAL	118,818	
STLT Health Department Response to Public Health or Healthcare Crisis					
Family Planning - Services	93 391	State of New Hampshire	NR7DO100001	308,544	
Maternal, Infant, & Early Childhood Home Visiting Program	93 217	State of New Hampshire	FRHPAD18003	43,577	
National Family Caregiver Support, Title III, Part E-Service Link	93 070	State of New Hampshire	X10MC13295	145,733	
Special Programs for Aging, Title IV-Service Link	93 082	State of New Hampshire	2301NHDAFC-02	33,488	
State Health Insurance Assistance Program	93 048	State of New Hampshire	90MF024102	47,971	
Medicare Enrollment Assistance Program	93 324	State of New Hampshire	90SAC003-02-00	20,307	
	93 071	State of New Hampshire	2001NHMBSH-00	4,011	
			HHS TOTAL	6,296,123	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10 557	State of New Hampshire	15184NH703V1000 & 6000	724,901	
Senior Farmers Market	10 576	State of New Hampshire	194NH083Y8314	67,064	
Child & Adult Care Food Program	10 558	State of New Hampshire	NONE PROVIDED	143,841	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10 566	State of New Hampshire	NONE PROVIDED	148,742	

FEDERAL GRANTOR PROGRAM TITLE	ASSISTANCE LISTING NUMBERS	CASE THROUGH GRANTOR'S NAME	IDENTIFYING NUMBERS	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.563	State of New Hampshire	20498-81478005	\$ 452,841	\$ 452,841
Commodity Supplemental Food Program	10.925	State of New Hampshire	20498-81478005	250,749	33,678
Emergency Food Assistance Program-Administration	10.928	State of New Hampshire	81750000	488,781	
Emergency Food Assistance Program	10.969	State of New Hampshire	81750000	8,851,018	8,851,018
			CLUSTER TOTAL	7,044,389	8,337,537
			USDA TOTAL	\$ 8,139,437	\$ 8,337,537
OPERATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.018		16SCAN001	\$ 322,224	
			CNCS TOTAL	\$ 322,224	
U.S. DEPARTMENT OF TRANSPORTATION					
Formula Grants for Rural Area-Convoy Transit	20.508	State of New Hampshire-Department of Transportation	NA-18-2048	\$ 622,472	
TRANSIT SERVICES PROGRAMS CLUSTER					
Enhanced Mobility of Seniors & Ind. W/Disab-CAT	20.513	State of New Hampshire-Department of Transportation	NA-18-2043	182,428	
Enhanced Mobility of Seniors & Ind. W/Disab-Mid State Transportation	20.513	State of New Hampshire-Department of Transportation	NA-18-2043	28,781	
Enhanced Mobility of Seniors & Ind. W/Disab-Volunteer Drivers	20.513	Marblehead County	NA-6S-X001	84,868	
			CLUSTER TOTAL	176,148	
			DOT TOTAL	\$ 799,641	
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Emergency Solutions Grant	14.231	State of New Hampshire	05-85-42-423010-7927	\$ 156,839	
CV-Emergency Solutions Grant	14.231	State of New Hampshire	05-85-42-423010-7927	234,454	
			TOTAL	\$40,407	
Supportive Housing	14.256	State of New Hampshire	05-26-42-423010-7927-102-600731	58,065	
Continuum of Care Program	14.257	State of New Hampshire	05-26-42-423010-7927-102-600731	129,020	
			HUD TOTAL	\$ 621,486	
U.S. DEPARTMENT OF ENERGY					
BJA-Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	05-43-42-423010-7927-102-600731	\$ 25,987	
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	05-43-42-423010-7927-102-600731	708,813	
			DOE TOTAL	\$ 734,796	
U.S. DEPARTMENT OF LABOR					
Senior Community Service Employment Program	17.236	State of New Hampshire	1044701	\$ 337,303	
			DOL TOTAL	\$ 337,303	
U.S. DEPARTMENT OF THE TREASURY					
Cooperation State and Local Fiscal Recovery Funds	21.027	NH Housing	BLFRP0143	\$ 2,672,822	
Emergency Rental Assistance Program	21.023	Marblehead County	Cold Weather Funds	22,379	
Emergency Rental Assistance Program	21.023	NH Housing	ERAC012 and ERAC035	15,813,288	
Emergency Rental Assistance Program	21.023	NH Housing	ERAC012 and ERAC035	12,881,988	
Emergency Rental Assistance Program	21.023	NH Housing	ERAC019	469,814	
Emergency Rental Assistance Program	21.023	NH Housing	Housing Stability	14,848	
Emergency Rental Assistance Program	21.023	NH Housing		79,859	
				\$ 28,141,710	
			US TREASURY TOTAL	\$ 22,014,362	
			TOTAL	\$ 86,744,786	\$ 8,337,537
NON-FEDERAL					
NEW HAMPSHIRE PUBLIC UTILITIES COMPANY					
Electrical Assistance Program				\$ 1,883,848	\$ 1,729,278

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2023**

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, 2023. 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

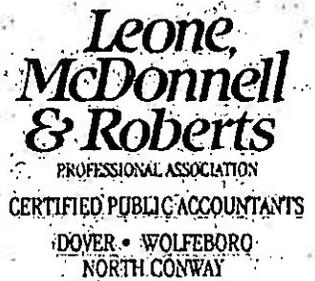
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on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

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, 2023, 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 14, 2023.

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

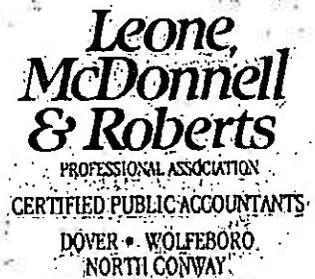
As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance 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*

Dover, New Hampshire
September 14, 2023



**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.

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, 2023. 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, 2023.

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.

*Leone McDermott & Roberts
Professional Association*

Dover, New Hampshire
September 14, 2023

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2023**

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 the Treasury, Emergency Rental Assistance Program, ALN 21.023, Coronavirus State and Local Fiscal Recovery Funds, ALN 21.027, U.S. Department of Agriculture, Women, Infants and Children, ALN 10.557, U.S. Department of Health and Human Services, Head Start, ALN 93.600, New Hampshire Public Utilities Company, Electrical Assistance Program, NON-Federal.
8. The threshold for distinguishing Type A and B programs was \$1,822,344.
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.
EMPOWERING COMMUNITIES SINCE 1965



BOARD OF DIRECTORS

<p>Chris Pyles, <i>Chair</i> Board member since: 1/14/2021</p>	<p>Sara A. Lewko Board member since: 2/21/2001</p>
<p>David Croft, <i>Vice Chair</i> Board member since: 5/13/2021</p>	<p>Dennis Martino Board member since: 2/24/2005</p>
<p>A. Bruce Carri, <i>Treasurer</i> Board member since: 3/12/2020</p>	<p>Ashley Reed Board member since: 5/12/2022</p>
<p>Safiya Wazir, <i>Secretary</i> Board member since: 11/2/2016</p>	<p>David Siff, Esq. Board member since: 10/2/2013</p>
<p>Heather Brown Board member since: 1/15/2009</p>	<p>Tracy Vergason Board member since: 5/12/2022</p>

Current fiscal year (3/1/24 – 2/28/25) board meetings – 3/14/24, 5/09/24, 9/12/24, 11/14/24, 1/11/25

Mark Stewart

Conflict Resolution, Good communication, Organized, Structured, Flexible, Dependable

Well spoken, dependable and organized sports facility manager with years of supervisory, scheduling and conflict resolution experience.

Authorized to work in the US for any employer

Work Experience

Warehouse Manager

Community Action Program Belknap-Merrimack Counties, Inc.

Commodity Supplemental Food Program

April 2023 to present

- Responsible for day-to-day operation of warehouse and all duties involved
 - Operation of warehouse equipment
 - Operation of Community Action Program delivery trucks
 - Maintaining a safe and welcoming work environment
 - Manage a team of employees and volunteers
 - Personal contact with volunteers, supervisors and organizations
 - Responsible for inventory and ordering of supplies
 - Responsible for the delivery of food boxes to clients throughout the state
 - Use of good public relations skills when communicating, delivering to and assisting the program's clientele when receiving their food products
 - Making clients feel welcoming in the program, answer questions, concerns or issues with the program, enrollment of new clientele and creating a feeling of each client is important and special
 - Responsible for coordination with adjoining and related program agencies
 - Ability to multitask and respond to the demands of the job
- Maintain a positive and interactive presence

General Manager

Fieldhouse Sports, Inc. - Bow, NH

June 1997 to February 2023

- Managed a team of 12+ employees
- Successfully implemented new policies and procedures to improve team efficiency
- Met with clients to discuss their needs
- Responsible for public relations
- Maintained staffing levels
- Managed and trained new hires.
- Developed new programs and their implementation.

- Helped build and expand the customer base over the years with hard work, attention to detailed developing great relationships with the coaches, teams, parents and referees within the sports environment.
- Managed many situations as well as the ability to multitask on a daily basis. Scheduling of staff, referees and teams involved in the leagues at the facility. It required the operation of a small concession stand with emphasis on providing a clean and safe workplace as well as exceptional customer service. I was responsible for the cash/monetary receipts for the concession stand. I was responsible for any customer complaints and the ability to resolve them, problems and solutions on the day-to-day operation which required the ability to respond quickly and in a positive manner and providing an exceptional place for all people involved. This required an exceptional ability to communicate verbally to customers and provide them with the information or solution they were seeking.
- Responsible for the collection of money/fees due and the proper recording/allocation of the money/fees collected.
- Responsible for minor maintenance and repair issues which could take place during operating hours.
- This job requires/required me to very organized, structured and have the ability to make adjustments and decisions quickly, efficiently and with purpose.
- Overall, I like to feel that I was a very important and key part of making this small business become a success for the many years of operation. This employment opportunity also allowed me to grow as an employee as well as a supervisor. I found I need to be fair, compassionate, show empathy when needed but also maintain the ability to operate within the expectations and framework of the business philosophy.

Self Employed Owner

JZN LTD - Bow, NH

July 1994 to June 1997

Home Inspection Service, Landscape design and implementation and minor construction projects. Subcontracted in topographical work with a septic design company.

Project Manager/Job Supervisor

Roger W Guay Company - Concord, NH

July 1988 to June 1995

Responsible for day-to-day coordination of ongoing construction projects. Meeting with clients, working with construction crew and assisting in any aspect of the job as required. Company did many insurance reconstruction projects due to property loss from fire and water damage.

Architectural Design Assistant

Matarazzo Design - Concord, NH

June 1986 to June 1988

Assisted with all aspects of design work in the architectural department including small design work and a team member on various projects.

Dorm Assistant

Philbrick School State of New Hampshire - Concord, NH

June 1985 to June 1986

Responsible for after school and evening care of young adults in a dorm environment. Supervision, conflict resolution and personal interaction with the residents.

Certified Nursing Assistant

State of New Hampshire - Concord, NH

April 1984 to June 1985

Responsible for all aspects of care in a geriatric hospital setting. This included feeding, clothing, daily hygiene and personal interactions with the residents.

Education

Associate in Science (AS) in Architectural Engineering

New Hampshire Technical Institute - Concord, NH

September 1984 to May 1986

Bachelor of Science in Natural Resource Management

University of Maine - Orono, ME

September 1977 to May 1981

Certifications and Licenses

Certified Food Safety Manager

August 2021 to January 2023

Responsible for day-to-day Food Safety practices in a small kitchen/concession stand.

Additional Information

Basketball coach for 20 years in the Town of Bow including Elementary, Middle School and High School youth. Organized and ran basketball camps, summer leagues and open gym times.

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 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 other community 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- 2017, 2023-24
 - 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 – 2018 to 2023
 - NWA Co-Chair of Workforce Development Committee 2024 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 2011-2020
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 - 2009-2013
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 – 2010-2021
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 - 2004-2020
- Bow POPS (Parents of Performing Arts Students) 2005-2010 – Vice President 2009-2010
- Boys Indoor Soccer Team - Coach – 2008-2010

Jeanne Agri

PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal, and presentational. Adept in coaching and mentoring employees and colleagues. 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 guidelines.

PROFESSIONAL SKILLS

Operations Management

Team Building & Leadership

Strategic Business Planning

Community Needs Assessment

Staff Supervision & Development

Strategic Planning

Budget Development

Community Partnerships

Project Management

WORK EXPERIENCE

Community Action Program Belknap-Merrimack 2018-Present

Chief Executive Officer

- Ensures, in concert with the Board of Directors, that the organization has a long-range strategy that makes consistent and timely progress toward meeting the Agency's overall mission.
- Develops and secures all major documents required by the Agency and its subsidiaries under corporate law, Federal and State Regulations, including but not limited to, Articles of Incorporation, Bylaws, IRS Determination, Personnel Policies, Fiscal/Auditing Procedures, Audits, IRS 990s, Planning documents, Reporting documents, Grant applications as approved by the Board of Directors.
- Oversees all grant awards, ensuring that statutory, regulatory, and/or program and financial requirements are met, generally accepted accounting principles are applied, and all program and financial policies and procedures are followed.
- Provides leadership in developing programs, organizational structures, and financial systems that carry out the instructions and policies authorized by the Board.
- Promotes active and broad volunteer participation in all organization work areas.

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 the 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 the establishment of work schedules and monitoring and evaluating performance in partnership with the Executive Director
- Assist in the development of strategic plans for operational activity; implement and manage operational plans.
- Continue with all previous duties as Director of Child Development Programs.

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 children's early development from the prenatal stage to five years of age using research-based practices.

Jeanne Agri

- 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 the 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.

J. Agri Resume

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.



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



Department of Health and Human Services

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

RFP-2018-DPHS-12-COMMO-01-A06

KEY PERSONNEL

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Mark Stewart	Warehouse Manager	47,638	100%	47,638
Susan M. Wnuk	Director, Community Health & Nutrition Services	71,857	8%	5,749
Jeanne Agri	CEO	145,916.10	0%	0%
Jill Lesmerises	CFO	108,927.00	0%	0%

ARC
31



Lord A. Weaver
Interim Commissioner

Patricia M. Tille
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

March 6, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Community Action Program Belknap-Merrimack Counties, Inc. (VC#177203-B003), Concord, NH, for the provisions of a Commodity Supplemental Food Program and a Senior Farmers Market Nutrition Program, statewide, by increasing the price limitation by \$21,124 from \$2,520,920 to \$2,542,044 with no change to the contract completion date of September 30, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 21, 2017, item #49, as amended and approved by the Governor and Council on May 2, 2018, item #5B, amended on March 13, 2019, item #14, amended on January 22, 2020, item #19, and as most recently amended and approved by the Governor on June 4, 2021 as presented to the Governor and Executive Council on June 30, 2021, informational item F, and as approved by the Governor and Council on June 30, 2021, item #48.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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 for the Department to increase funding in State Fiscal Year 2023 to provide supplemental, nutrient dense food packages for low income individuals 60 and older. The U.S. Department of Agriculture (USDA), Food and Nutrition Service has awarded New Hampshire additional funds to better serve this population. These additional funds will be used to support the resources necessary to reach individuals in rural areas of New Hampshire and support the increased cost of distributing the food boxes statewide.

The Contractor conducts outreach and identifies potential participants who are at least 60 years of age, determines eligibility, houses and manages the food inventory provided by the USDA for these programs, and maintains the required documentation as required by the USDA. In addition, the Contractor provides client referrals to other nutrition and health care services such as Medicaid, Medicare and the Supplemental Nutrition Assistance Program (SNAP).

Approximately 3,196 individuals who are at least 60 years of age will be served on a monthly basis through September 30, 2024.

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

The Department will continue to monitor contracted services to ensure:

- Supplemental food is provided to a minimum of ninety-five percent (95%) of the assigned Commodity Supplemental Foods Program caseload through September 30, 2024.
- Farm fresh bundles are provided to a minimum of ninety-five percent (95%) of the assigned Commodity Supplemental Foods Program caseload through September 30, 2024.

Should the Governor and Council not authorize this request, the Department will not be able to reach additional food-insecure seniors and provide a monthly allotment of supplemental foods. In addition, the Department may be at risk of a reduction in the federal fiscal year 2024 award amount, which may result in a waitlist for food-insecure seniors.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number (ALN) 10.565; FAIN 234NH814Y8005

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

Respectfully submitted,


Lori A. Weaver
Interim Commissioner

FISCAL DETAIL SHEET
Commodity Supplemental Food Program
RFP-2018-DPHS-12-COMMO-01-A05

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

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2022	074-500589	Grants for Public Asst and Relief	90006007	\$192,272	\$0	\$192,272
	074-500589	Grants for Public Asst and Relief	90006025	\$1,536	\$0	\$1,536
	074-500589	Grants for Public Asst and Relief	90006024	\$1,097	\$0	\$1,097
2023	074-500589	Grants for Public Asst and Relief	90006007	\$254,722	\$21,124	\$275,846
	074-500589	Grants for Public Asst and Relief	90006025	\$78,601	\$0	\$78,601
	074-500589	Grants for Public Asst and Relief	90006024	\$8,098	\$0	\$8,098
2024	074-500589	Grants for Public Asst and Relief	90006007	\$254,722	\$0	\$254,722
	074-500589	Grants for Public Asst and Relief	90006025	\$78,601	\$0	\$78,601
	074-500589	Grants for Public Asst and Relief	90006024	\$8,098	\$0	\$8,098
2025	074-500589	Grants for Public Asst and Relief	90006007	\$63,681	\$0	\$63,681
	074-500589	Grants for Public Asst and Relief	90006025	\$78,601	\$0	\$78,601
	074-500589	Grants for Public Asst and Relief	90006024	\$8,098	\$0	\$8,098
			Subtotals	\$1,028,127	\$21,124	\$1,049,251
			TOTALS	\$2,520,920	\$21,124	\$2,542,044

**State of New Hampshire
Department of Health and Human Services
Amendment #5**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #49), as amended and approved by the Governor and Council on May 2, 2018 (Item #5B), as amended on March 13, 2019 (Item #14), as amended on January 22, 2020 (Item #19), and as most recently amended and approved by the Governor on June 4, 2021 as presented to the Governor and Executive Council on June 30, 2021 (Informational Item F); and as approved by the Governor and Council on June 30, 2021 (Item #48), 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 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 1.6, Account Number, to read:
05-95-90-902010-52600000
05-95-90-902010-74230000
2. Form P-37, General Provisions, Block 1.8, Price Limitation; to read:
\$2,542,044
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 1, to read:
 1. This contract is funded with 100% Federal Funds from the US Department of Agriculture, Food and Nutrition Service:
 - 1.1. Commodity Supplemental Food Program, Assistance Listing Number (ALN) 10.565, Federal Award Identification Number (FAIN) 204NH814Y8005 and FAIN 234NH814Y8005; and
 - 1.2. Senior Farmers Market Nutrition Program, ALN 10.576, FAIN 194NH083Y8314 and FAIN 194NH083Y8313.
5. Modify Exhibit B-11 Budget, Amendment #4, Commodity Supplemental Food Program – State Fiscal Year 2023, by replacing it in its entirety with Exhibit B-11 Budget, Amendment #5, Commodity Supplemental Food Program – State Fiscal Year 2023, 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

3/9/2023
Date

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

Community Action Program Belknap-Merrimack Counties, Inc.

3/9/2023
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

3/9/2023

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:

JUN 11 '21 PM 4:04 RCVD

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LORI A. Shibliette
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 1-800-851-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 28, 2021

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

REQUESTED ACTION

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

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

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

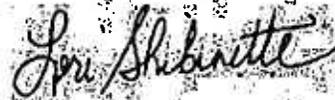
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area served: Statewide

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

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

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

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

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

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

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #49), as amended on May 2, 2018 (Item #5B), as amended on March 13, 2019 (Item 14), and on January 22, 2020 (Item #19) and the Contractor, agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1 -- Revisions to Standard Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

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

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

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



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

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

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

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

State of New Hampshire
Department of Health and Human Services

5/28/2021
Date

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

Community Action Program Belknap-Merrimack Counties,
Inc.

5/27/2021
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Executive Director

DocuSign Envelope ID: 8A5C5C0F-3041-4A82-97A0-250E11BEC1CA

DocuSign Envelope ID: FBC52E49-A8B9-4061-8A2A-775702F38F97

DocuSign Envelope ID: 8664BCF7-91C9-4BD9-A135-D3D81900DC36

Exhibit B-4 Budget, Amendment 01

New Hampshire Department of Health and Human Services
 Contractor Name: Community Action Program Belknap/Merrimack Counties Inc.
 Budget Subject: Continuity of Care Support Program (CCSP)
 Budget Period: July 1, 2020 - June 30, 2021

Line Item	Year of Program End			Contractor Start Month			Funded by LOCAL SOURCE OF CARE		
	2020	2021	2022	Start	End	Year	2020	2021	Year
1. Total Program	15,411.00	1,748.00	10,000.00				15,411.00	1,748.00	17,159.00
2. Personnel	17,387.00	1,310.00	26,517.00				17,387.00	1,310.00	18,697.00
3. Materials	11.00		1,100.00				11.00		1,111.00
4. Travel									
5. Other									
6. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
7. Contract	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
8. Other									
9. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
10. Other									
11. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
12. Other									
13. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
14. Other									
15. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
16. Other									
17. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
18. Other									
19. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
20. Other									
21. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
22. Other									
23. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
24. Other									
25. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
26. Other									
27. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
28. Other									
29. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
30. Other									
31. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
32. Other									
33. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
34. Other									
35. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
36. Other									
37. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
38. Other									
39. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
40. Other									
41. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
42. Other									
43. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
44. Other									
45. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
46. Other									
47. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
48. Other									
49. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
50. Other									
51. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
52. Other									
53. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
54. Other									
55. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
56. Other									
57. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
58. Other									
59. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
60. Other									
61. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
62. Other									
63. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
64. Other									
65. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
66. Other									
67. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
68. Other									
69. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
70. Other									
71. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
72. Other									
73. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
74. Other									
75. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
76. Other									
77. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
78. Other									
79. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
80. Other									
81. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
82. Other									
83. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
84. Other									
85. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
86. Other									
87. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
88. Other									
89. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
90. Other									
91. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
92. Other									
93. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
94. Other									
95. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
96. Other									
97. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
98. Other									
99. Total	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00
100. Other									
TOTAL	17,398.00	1,310.00	27,617.00				17,398.00	1,310.00	18,708.00

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Exhibit B-4 Budget, Amendment 04

New Hampshire Department of Health and Human Services

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

Budget Request for: Community Supplemental Food Program (CSFP)

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

Line Item	Total Program Cost			Community Share / Match			Funded by BPHHS Contract Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Program	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
2. Employee Salaries	37,800.00	7,100.00	44,900.00				37,800.00	7,100.00	44,900.00
3. Contract	7,024.00		7,024.00				7,024.00		7,024.00
4. Supplies									
5. Travel									
6. Other									
7. Indirect	4,724.00		4,724.00				4,724.00		4,724.00
8. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
9. Community									
10. Contract									
11. Supplies									
12. Travel									
13. Other									
14. Indirect									
15. Total									
16. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
17. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
18. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
19. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
20. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
21. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
22. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
23. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
24. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
25. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
26. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
27. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
28. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
29. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
30. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
31. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
32. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
33. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
34. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
35. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
36. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
37. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
38. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
39. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
40. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
41. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
42. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
43. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
44. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
45. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
46. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
47. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
48. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
49. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
50. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
51. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
52. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
53. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
54. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
55. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
56. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
57. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
58. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
59. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
60. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
61. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
62. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
63. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
64. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
65. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
66. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
67. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
68. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
69. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
70. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
71. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
72. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
73. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
74. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
75. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
76. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
77. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
78. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
79. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
80. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
81. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
82. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
83. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
84. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
85. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
86. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
87. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
88. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
89. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
90. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
91. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
92. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
93. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
94. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
95. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
96. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
97. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
98. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
99. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00
100. Total	43,824.00	4,724.00	48,548.00				43,824.00	4,724.00	48,548.00

CA
 JH
 Contract Value: 5/27/2021
 Date

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Exhibit 5-10 Budget, Amendment #1

New Hampshire's Department of Health and Human Services

Contract Name: Community Action Program (Subpart-Markham County Inc.)

Budget Report for: Senior Farmers Market Nutrition Program (SF-MNP)

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

Line Item	Total Program Cost		Contractor Share/Match		Funded by Other Contract Share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
C. Total Appropriations	7,892.00		7,892.00			
C. Employee Benefits	600.00		600.00			
D. Contract						
E. Equipment						
F. Fuel						
G. Health and Information Technology						
H. Insurance						
I. Materials						
J. Office						
K. Other						
L. Travel						
M. Training						
N. Utility Expenses						
O. Vehicle Expenses						
P. Other						
Q. Other (including items previously listed)						
R. Total (including items previously listed)	7,892.00		7,892.00			
TOTAL	7,892.00		7,892.00			

Subject to a Percent of Direct

34

5/27/2021

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Exhibit B-11 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Contribution Name: Community Action Program Support-Merrimack County, Inc.

Budget Request for: Community Supplemental Food Program (CSFP)

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

Line Item	Total Program Cost			Contractor Match/Fund			Funded by Grants (contract share)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Labor	17,625.00	2,225.00	19,850.00				17,625.00	2,225.00	19,850.00
2. Supplies	11.00		11.00				11.00		11.00
3. Travel									
4. Food and Lodging									
5. Printing									
6. Telephone									
7. Postage									
8. Office									
9. Training	100.00		100.00				100.00		100.00
10. Travel	11,120.00		11,120.00				11,120.00		11,120.00
11. Computer	4,317.00		4,317.00				4,317.00		4,317.00
12. Computer	1,140.00		1,140.00				1,140.00		1,140.00
13. Printing	700.00		700.00				700.00		700.00
14. Postage									
15. Office	1,650.00		1,650.00				1,650.00		1,650.00
16. Training									
17. Food and Lodging									
18. Telephone									
19. Postage									
20. Office	25,100.00		25,100.00				25,100.00		25,100.00
21. Computer	30,000.00		30,000.00				30,000.00		30,000.00
22. Printing		4,334.00	4,334.00					4,334.00	4,334.00
23. Postage									
24. Office									
TOTAL	122,221.00	(1,114.00)	121,107.00				122,221.00	(1,114.00)	121,107.00

Indirect As a Percent of Direct: 1.0%

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Exhibit B-13 Budget, Amendment #1

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

Contractor Name: Community Action Program Belknap-Harrisville Counties Inc.
Budget Request for Community Development Fund Program (CMF)
Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share (Max)			Funded by DSHS additional funds		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Administrative	33,303.00	1,400.00	34,703.00						
2. Personnel Benefits	1,800.00	400.00	2,200.00				1,800.00	400.00	2,200.00
3. Contractual	21.00		21.00				21.00		21.00
4. Equipment									
5. Travel	45.00		45.00				45.00		45.00
6. Telephone	3,300.00		3,300.00				3,300.00		3,300.00
7. Computer	11,800.00		11,800.00				11,800.00		11,800.00
8. Current Expenses	750.00		750.00				750.00		750.00
9. Printing	750.00		750.00				750.00		750.00
10. Post and Office	1,450.00		1,450.00				1,450.00		1,450.00
11. Other									
12. Total Administrative	33,303.00	1,400.00	34,703.00				33,303.00	1,400.00	34,703.00
13. Other (including state matching)	1,400.00		1,400.00				1,400.00		1,400.00
14. Total	34,703.00	1,400.00	36,103.00				34,703.00	1,400.00	36,103.00
TOTAL	34,703.00	1,400.00	36,103.00				34,703.00	1,400.00	36,103.00


 Contractor Name: _____
 Date: 5/27/2021

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2020-21 Budget Amendment #1

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

Contractor Name: Community Action Program Belknap-Merrimack Counties Inc.
Budget Request for: Senior Farmers Market Nutrition Program (SF MNP)
Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Original Com		Contractor Shows / Make		Funded by UNHLS General Fund	
	Amount	YTD	Amount	YTD	Amount	YTD
1. Personnel	1,000,000	1,000,000				
2. Materials						
3. Travel						
4. Contractual						
5. Printing						
6. Postage						
7. Telephone						
8. Reproduction						
9. Office						
10. Fuel						
11. Maintenance						
12. Computer						
13. Other						
14. Total						
15. Contingency						
16. Other						
17. Total						
18. Total Available						
19. Total Available						
20. Total Available						
21. Total Available						
22. Total Available						
23. Total Available						
24. Total Available						
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90. Total Available						
91. Total Available						
92. Total Available						
93. Total Available						
94. Total Available						
95. Total Available						
96. Total Available						
97. Total Available						
98. Total Available						
99. Total Available						
100. Total Available						
TOTAL	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

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Exhibit B-18 Budget, Amendment 04

New Hampshire Department of Health and Human Services
Contractor Name: Community Action Program, Bethel, Newfound County, Inc.
Budget Request for: Senior Farmers Market Nutrition Program (SFMP)
Budget Period: July 1, 2021 - June 30, 2022

Line Item	Yield Program Cost		Contractor Share / Match		Funded by Other Contract Awards	
	Direct	Total	Direct	Total	Direct	Total
1. Personnel	1,000.00	1,000.00			1,000.00	1,000.00
2. Contract Services	1,000.00	1,000.00			1,000.00	1,000.00
3. Materials						
4. Travel						
5. Equipment						
6. Printing						
7. Telephone						
8. Office						
9. Training						
10. Other						
11. Total	2,000.00	2,000.00			2,000.00	2,000.00
12. Total	2,000.00	2,000.00			2,000.00	2,000.00
13. Total (including Federal matching)	11,000.00	11,000.00			1,000.00	1,000.00
Total (Total (including Federal matching))	11,000.00	11,000.00			1,000.00	1,000.00
TOTAL	11,000.00	11,000.00			1,000.00	1,000.00

Submitted As A Part of SFMP

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

Lori A. Silblanette
Commissioner

Patricia M. Tilley
Interim 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

June 7, 2021

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, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, Governor Sununu authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive** amendment to an existing contract with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003), Concord, NH, to add COVID-19 relief funding to support a Commodity Supplemental Food Program and a Senior Farmers Market Nutrition Program, statewide, by increasing the price limitation by \$11,404 from \$1,481,389 to \$1,492,793, with no change to the completion date of September 30, 2021. 100% Federal Funds.

This item is contingent upon a request that will be submitted to the Governor and Council at a future date to extend the completion date from September 30, 2021, to September 30, 2024, and increase the price limitation by \$1,028,127 from \$1,492,793 to \$2,520,920.

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

Funds are available in the following account for State Fiscal Year 2021, 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.

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

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

2019	102-500734	Contracts for Prog Svc	90076007	\$262,475	\$0	\$262,475
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500361	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2020	102-500734	Contracts for Prog Svc	90006007	\$249,802	\$0	\$249,802
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500734	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2021	102-500734	Contracts for Program Svc	90006007	\$249,802	\$11,404	\$261,206
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500361	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2022	102-500734	Contracts for Prog Svc	90006007	\$62,450	\$0	\$62,450
	102-500734	Contracts for Prog Svc	90006024	\$7,000	\$0	\$7,000
	520-500364	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
			Subtotals	\$1,481,389	\$11,404	\$1,492,793

EXPLANATION

This item is **Retroactive** because the Contractor previously incurred administrative costs in response to the COVID-19 pandemic and this action will reimburse the Contractor for such costs.

The purpose of this item is to add COVID-19 relief funds to support the increased administrative costs incurred during State Fiscal Year 2021 by the Contractor. The Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program benefit eligible senior clients statewide. These programs work to improve the health of low-income elderly persons at least 60 years of age by supplementing their diets with nutritious foods year round and fresh local fruits and vegetables in the summer. Additional staffing hours were required in State Fiscal Year 2021 to pack boxes in lieu of the onsite shopping model due to increased safety measures and a temporary stop to outside volunteers in the facility in response to COVID-19.

The Food and Nutrition Service, an agency of the U.S. Department of Agriculture (USDA), administers the Commodity Supplemental Food Program. The USDA purchases food and makes it available to the State along with funds for administrative costs. The Contractor is responsible for doing outreach and identifying potential senior participants, screening for eligibility, managing food inventory, and maintaining required paperwork according to USDA requirements. The Contractor is also responsible for ordering, storing, and reporting inventory of the USDA Commodity Supplemental Food Program foods. The Contractor provides referrals to other

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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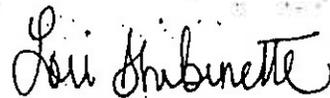
welfare, nutrition, and health care programs such as the Supplemental Nutrition Assistance Program (SNAP), Social Security, Medicaid, and Medicare.

Area served: Statewide

Source of Funds: CFDA #10.565, FAIN # 204NH814Y8005.

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.

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #49), as amended on May 2, 2018 (Item #5B), as amended on March 13, 2019 (Item 14), and on January 22, 2020 (Item #19) and the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1 – Revisions to Standard Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

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

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

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



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

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

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

DS
JA

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

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

State of New Hampshire
Department of Health and Human Services

5/28/2021
Date

DocuSigned by:
Patricia M. Tilley
B45E936E58E04C8

Name: Patricia M. Tilley
Title: Interim Director

Community Action Program Belknap-Merrimack Counties,
Inc.

5/27/2021
Date

DocuSigned by:
Jeanne Agri
DC8111E42C3E458

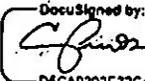
Name: Jeanne Agri
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/28/2021

Date

DocuSigned by:


D6C803E33C4AE

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-4 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Commodity Supplemental Food Program (CSFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by B2B43 contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 85,845.00	\$ 4,250.00	\$ 90,095.00	\$	\$	\$	\$ 85,845.00	\$ 4,250.00	\$ 90,095.00
2. Employee Benefits	\$ 27,381.00	\$ 1,550.00	\$ 28,931.00	\$	\$	\$	\$ 27,381.00	\$ 1,550.00	\$ 28,931.00
3. Consultants	\$ 11.00	\$	\$ 11.00	\$	\$	\$	\$ 11.00	\$	\$ 11.00
4. Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$	\$	\$
5. Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
Office	\$ 265.00	\$	\$ 265.00	\$	\$	\$	\$ 265.00	\$	\$ 265.00
6. Travel	\$ 17,500.00	\$	\$ 17,500.00	\$	\$	\$	\$ 17,500.00	\$	\$ 17,500.00
7. Occupancy	\$ 47,500.00	\$	\$ 47,500.00	\$	\$	\$	\$ 47,500.00	\$	\$ 47,500.00
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telephone	\$ 1,140.00	\$	\$ 1,140.00	\$	\$	\$	\$ 1,140.00	\$	\$ 1,140.00
Postage	\$ 995.00	\$	\$ 995.00	\$	\$	\$	\$ 995.00	\$	\$ 995.00
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Insurance	\$ 4,290.00	\$	\$ 4,290.00	\$	\$	\$	\$ 4,290.00	\$	\$ 4,290.00
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$
9. Software	\$	\$	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
12. Subcontract/Agreements	\$ 34,150.00	\$	\$ 34,150.00	\$	\$	\$	\$ 34,150.00	\$	\$ 34,150.00
13. Other (specific details mandatory)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Warehouse supplies	\$ 30,000.00	\$	\$ 30,000.00	\$	\$	\$	\$ 30,000.00	\$	\$ 30,000.00
Indirect	\$	\$ 6,329.00	\$ 6,329.00	\$	\$	\$	\$	\$ 6,329.00	\$ 6,329.00
TOTAL	\$ 249,677.00	\$ 12,129.00	\$ 261,806.00	\$	\$	\$	\$ 249,677.00	\$ 12,129.00	\$ 261,806.00

Indirect As A Percent of Direct 4.8%

Exhibit B-6 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Community Supplemental Food Program (CSFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 87,058.00	\$ 4,250.00	\$ 91,308.00	\$ 87,058.00	\$ 4,250.00	\$ 91,308.00	\$ 87,058.00	\$ 4,250.00	\$ 91,308.00
2. Employee Benefits	\$ 27,603.25	\$ 1,650.00	\$ 29,253.25	\$ 27,603.25	\$ 1,650.00	\$ 29,253.25	\$ 27,603.25	\$ 1,650.00	\$ 29,253.25
3. Consultants	\$ 25.00	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 25.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Travel	\$ 765.00	\$ -	\$ 765.00	\$ 765.00	\$ -	\$ 765.00	\$ 765.00	\$ -	\$ 765.00
7. Occupancy	\$ 13,440.00	\$ -	\$ 13,440.00	\$ 13,440.00	\$ -	\$ 13,440.00	\$ 13,440.00	\$ -	\$ 13,440.00
9. Current Expenses	\$ 46,317.00	\$ -	\$ 46,317.00	\$ 46,317.00	\$ -	\$ 46,317.00	\$ 46,317.00	\$ -	\$ 46,317.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1,140.00	\$ -	\$ 1,140.00	\$ 1,140.00	\$ -	\$ 1,140.00	\$ 1,140.00	\$ -	\$ 1,140.00
Subscriptions	\$ 965.00	\$ -	\$ 965.00	\$ 965.00	\$ -	\$ 965.00	\$ 965.00	\$ -	\$ 965.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,850.00	\$ -	\$ 5,850.00	\$ 5,850.00	\$ -	\$ 5,850.00	\$ 5,850.00	\$ -	\$ 5,850.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontractor/Agreements	\$ 34,150.00	\$ -	\$ 34,150.00	\$ 34,150.00	\$ -	\$ 34,150.00	\$ 34,150.00	\$ -	\$ 34,150.00
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00
Indirect	\$ -	\$ 6,329.00	\$ 6,329.00	\$ -	\$ 6,329.00	\$ 6,329.00	\$ -	\$ 6,329.00	\$ 6,329.00
TOTAL	\$ 242,593.25	\$ 12,129.00	\$ 254,722.25	\$ 242,593.25	\$ 12,129.00	\$ 254,722.25	\$ 242,593.25	\$ 12,129.00	\$ 254,722.25

Contractor Initials: *JA*
 Date: 5/27/2021

New Hampshire Department of Health and Human Services

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

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

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 7,000.00		\$ 7,000.00				\$ 7,000.00		\$ 7,000.00
2. Employee Benefits	\$ 1,098.00		\$ 1,098.00				\$ 1,098.00		\$ 1,098.00
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory)									
Food Costs (Reimbursements to Farmers)	\$ 78,001.00		\$ 78,001.00				\$ 78,001.00		\$ 78,001.00
TOTAL	\$ 86,099.00	\$ 0.00	\$ 86,099.00				\$ 86,099.00		\$ 86,099.00

Indirect As A Percent of Direct

0.0%

Exhibit B-11 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Commodity Supplemental Food Program (CSFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 82,808.00	\$ 4,250.00	\$ 87,058.00	\$ -	\$ -	\$ -	\$ 82,808.00	\$ 4,250.00	\$ 87,058.00
2. Employee Benefits	\$ 27,603.25	\$ 1,500.00	\$ 29,103.25	\$ -	\$ -	\$ -	\$ 27,603.25	\$ 1,500.00	\$ 29,103.25
3. Consultants	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ 265.00
6. Travel	\$ 13,440.00	\$ -	\$ 13,440.00	\$ -	\$ -	\$ -	\$ 13,440.00	\$ -	\$ 13,440.00
7. Occupancy	\$ 46,317.00	\$ -	\$ 46,317.00	\$ -	\$ -	\$ -	\$ 46,317.00	\$ -	\$ 46,317.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 1,140.00	\$ -	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ -	\$ 1,140.00
Postage	\$ 905.00	\$ -	\$ 905.00	\$ -	\$ -	\$ -	\$ 905.00	\$ -	\$ 905.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,650.00	\$ -	\$ 5,650.00	\$ -	\$ -	\$ -	\$ 5,650.00	\$ -	\$ 5,650.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 34,150.00	\$ -	\$ 34,150.00	\$ -	\$ -	\$ -	\$ 34,150.00	\$ -	\$ 34,150.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Indirect	\$ -	\$ 6,329.00	\$ 6,329.00	\$ -	\$ -	\$ -	\$ -	\$ 6,329.00	\$ 6,329.00
TOTAL	\$ 242,583.25	\$ 12,129.00	\$ 254,712.25	\$ -	\$ -	\$ -	\$ 242,583.25	\$ 12,129.00	\$ 254,712.25
Indirect As A Percent of Direct			5.0%						

Exhibit B-12 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Commodity Supplemental Food Program (CSFP)

Budget Period: July 1, 2021 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHIS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 87,808.00	\$ 4,250.00	\$ 92,058.00	\$ -	\$ -	\$ -	\$ 87,808.00	\$ 4,250.00	\$ 92,058.00
2. Employee Benefits	\$ 27,603.25	\$ 1,550.00	\$ 29,153.25	\$ -	\$ -	\$ -	\$ 27,603.25	\$ 1,550.00	\$ 29,153.25
3. Consultants	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ -	\$ -	\$ 205.00	\$ -	\$ 205.00
6. Travel	\$ 13,440.00	\$ -	\$ 13,440.00	\$ -	\$ -	\$ -	\$ 13,440.00	\$ -	\$ 13,440.00
7. Occupancy	\$ 48,317.00	\$ -	\$ 48,317.00	\$ -	\$ -	\$ -	\$ 48,317.00	\$ -	\$ 48,317.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,140.00	\$ -	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ -	\$ 1,140.00
Postage	\$ 905.00	\$ -	\$ 905.00	\$ -	\$ -	\$ -	\$ 905.00	\$ -	\$ 905.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,850.00	\$ -	\$ 5,850.00	\$ -	\$ -	\$ -	\$ 5,850.00	\$ -	\$ 5,850.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ 34,150.00	\$ -	\$ 34,150.00	\$ -	\$ -	\$ -	\$ 34,150.00	\$ -	\$ 34,150.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Indirect	\$ -	\$ 6,329.00	\$ 6,329.00	\$ -	\$ -	\$ -	\$ -	\$ 6,329.00	\$ 6,329.00
TOTAL	\$ 242,893.25	\$ 12,129.80	\$ 255,023.05	\$ -	\$ -	\$ -	\$ 242,893.25	\$ 12,129.80	\$ 255,023.05

Indirect As A Percent of Direct 5.0%

Contractor Initials: *JA*
Date: 5/27/2021

Exhibit B-13 Budget Amendment #4

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

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

Budget Request for: Commodity Supplemental Food Program (CSFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,702.00	\$ 1,050.00	\$ 21,752.00	\$ -	\$ -	\$ -	\$ 20,702.00	\$ 1,050.00	\$ 21,752.00
2. Employee Benefits	\$ 6,900.81	\$ 400.00	\$ 7,300.81	\$ -	\$ -	\$ -	\$ 6,900.81	\$ 400.00	\$ 7,300.81
3. Consultants	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 85.00	\$ -	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ -	\$ 85.00
6. Travel	\$ 3,360.00	\$ -	\$ 3,360.00	\$ -	\$ -	\$ -	\$ 3,360.00	\$ -	\$ 3,360.00
7. Occupancy	\$ 11,500.00	\$ -	\$ 11,500.00	\$ -	\$ -	\$ -	\$ 11,500.00	\$ -	\$ 11,500.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 285.00	\$ -	\$ 285.00	\$ -	\$ -	\$ -	\$ 285.00	\$ -	\$ 285.00
Postage	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,450.00	\$ -	\$ 1,450.00	\$ -	\$ -	\$ -	\$ 1,450.00	\$ -	\$ 1,450.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 8,550.00	\$ -	\$ 8,550.00	\$ -	\$ -	\$ -	\$ 8,550.00	\$ -	\$ 8,550.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Warehouse supplies	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
Indirect	\$ -	\$ 1,842.75	\$ 1,842.75	\$ -	\$ -	\$ -	\$ -	\$ 1,842.75	\$ 1,842.75
TOTAL	\$ 68,887.81	\$ 3,892.75	\$ 72,780.56	\$ -	\$ -	\$ -	\$ 68,887.81	\$ 3,892.75	\$ 72,780.56

Indirect As A Percent of Direct 5.1%

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

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

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

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
2. Employee Benefits	\$ 1,008.00	\$ -	\$ 1,008.00	\$ -	\$ -	\$ -	\$ 1,008.00	\$ -	\$ 1,008.00
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. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Costs (Reimbursements to Farmers)	\$ 78,001.00	\$ -	\$ 78,001.00	\$ -	\$ -	\$ -	\$ 78,001.00	\$ -	\$ 78,001.00
TOTAL	\$ 86,009.00	\$ -	\$ 86,009.00	\$ -	\$ -	\$ -	\$ 86,009.00	\$ -	\$ 86,009.00

Indirect As A Percent of Direct 0.0%

Exhibit B-15 Budget, Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Senior Farmers Market Nutrition Program (SF MNTP)

Budget Period: July 1, 2021 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Costs (Reimbursements to Farmers)	\$ 78,001.00	\$ -	\$ 78,001.00	\$ -	\$ -	\$ -	\$ 78,001.00	\$ -	\$ 78,001.00
TOTAL	\$ 86,499.00	\$ -	\$ 86,499.00	\$ -	\$ -	\$ -	\$ 86,499.00	\$ -	\$ 86,499.00
Indirect As A Percent of Direct			0.0%						

New Hampshire Department of Health and Human Services

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

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

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 7,000.00		\$ 7,000.00	\$	\$	\$	\$ 7,000.00		\$ 7,000.00
2. Employee Benefits	\$ 1,008.00		\$ 1,008.00	\$	\$	\$	\$ 1,008.00		\$ 1,008.00
3. Consultants	\$		\$	\$	\$	\$	\$		\$
4. Equipment	\$		\$	\$	\$	\$	\$		\$
Rental	\$		\$	\$	\$	\$	\$		\$
Repairs and Maintenance	\$		\$	\$	\$	\$	\$		\$
Purchase/Depreciation	\$		\$	\$	\$	\$	\$		\$
5. Supplies	\$		\$	\$	\$	\$	\$		\$
Educational	\$		\$	\$	\$	\$	\$		\$
Labs	\$		\$	\$	\$	\$	\$		\$
Pharmacy	\$		\$	\$	\$	\$	\$		\$
Medical	\$		\$	\$	\$	\$	\$		\$
Office	\$		\$	\$	\$	\$	\$		\$
6. Travel	\$		\$	\$	\$	\$	\$		\$
7. Occupancy	\$		\$	\$	\$	\$	\$		\$
8. Current Expenses	\$		\$	\$	\$	\$	\$		\$
Telephone	\$		\$	\$	\$	\$	\$		\$
Postage	\$		\$	\$	\$	\$	\$		\$
Subscriptions	\$		\$	\$	\$	\$	\$		\$
Audit and Legal	\$		\$	\$	\$	\$	\$		\$
Insurance	\$		\$	\$	\$	\$	\$		\$
Board Expenses	\$		\$	\$	\$	\$	\$		\$
9. Software	\$		\$	\$	\$	\$	\$		\$
10. Marketing/Communications	\$		\$	\$	\$	\$	\$		\$
11. Staff Education and Training	\$		\$	\$	\$	\$	\$		\$
12. Subcontracts/Agreements	\$		\$	\$	\$	\$	\$		\$
13. Other (specific details mandatory)	\$		\$	\$	\$	\$	\$		\$
Food Costs (Reimbursements to Farmers)	\$ 78,801.00		\$ 78,801.00	\$	\$	\$	\$ 78,801.00		\$ 78,801.00
TOTAL	\$ 86,809.00	\$	\$ 86,809.00	\$	\$	\$	\$ 86,809.00	\$	\$ 86,809.00

Indirect As A Percent of Direct 0.0%

DS
 JA
 Contractor Initials
 Date 5/27/2021

JAN07'20 PM 2:24 DAS

19 mac



Kerrin A. Rounds
Acting Commissioner

Lisa M. Morris
Director

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

19 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-857-3345 Ext 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

January 2, 2020

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

REQUESTED ACTION

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

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

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

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

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

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

	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500361	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2020	102-500734	Contracts for Prog Svc	90006007	\$262,475	(\$12,673)	\$249,802
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500734	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2021	102-500734	Contracts for Program Svc	90006007	\$262,475	(\$12,673)	\$249,802
	102-500734	Contracts for Prog Svc	90006024	\$8,400	\$0	\$8,400
	520-500361	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
2022	102-500734	Contracts for Prog Svc	90006007	\$65,618	(\$3,168)	\$62,450
	102-500734	Contracts for Prog Svc	90006024	\$7,000	\$0	\$7,000
	520-500364	FMNP Food Costs	90006025	\$77,065	\$0	\$77,065
			TOTALS	\$1,609,903	(\$28,514)	\$1,481,389

EXPLANATION

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

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

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

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

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

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

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

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

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

Area Served: Statewide

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

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

Respectfully submitted,



Kerrin A. Rounds
Acting Commissioner

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



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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #49), as amended on May 2, 2018 (Item #5B), and on March 13, 2019 (Item 14), and the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

1. Form P-37, General Provisions, Block 18, Price Limitation, to read:
\$1,481,389.
2. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A - Amendment #3, Scope of Services.
3. Exhibit B, Method and Conditions Precedent to Payment, Section 1, to read:
 1. This contract is funded with Federal Funds from the US Department of Agriculture, Food and Nutrition Service, Commodity Supplemental Food Program, Catalog of Federal Domestic Assistance (CFDA) #10.565, Federal Award Identification Number (FAIN) 204NH814Y8005 and from the US Department of Agriculture, Food and Nutrition Service, Senior Farmers Market Nutrition Program, CFDA #10.576, FAIN 194NH083Y8314 and FAIN 194NH083Y8313.
4. Exhibit B, Method and Conditions Precedent to Payment, Section 3, to read:
 3. Payment for expenses shall be on a cost reimbursement basis for actual expenditures in accordance with the approved budget line items in Exhibits:
 - 3.1. B-1 Budget;
 - 3.2. B-2 Budget - Amendment #2;
 - 3.3. B-3 Budget - Amendment #3;
 - 3.4. B-4 Budget - Amendment #3;
 - 3.5. B-5 Budget - Amendment #3;

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



- 3.6. B-6 Budget;
- 3.7. B-7 Budget;
- 3.8. B-8 Budget;
- 3.9. B-9 Budget; and
- 3.10. B-10 Budget;
5. Delete Exhibit B-3 Budget, Amendment #2 and replace with Exhibit B-3 Budget, Amendment #3, Commodity Supplemental Food Program.
6. Delete Exhibit B-4 Budget, Amendment #2 and replace with Exhibit B-4 Budget, Amendment #3, Commodity Supplemental Food Program.
7. Delete Exhibit B-5 Budget, Amendment #2 and replace with Exhibit B-5 Budget, Amendment #3, Commodity Supplemental Food Program.
8. Delete Exhibit C-1 Revisions to General Provisions, Section 2, in its entirety and replace with the following:
 2. Subparagraph 10 of the General Provisions of this Contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Contract immediately if the Contractor is not in compliance with the provisions and scope of services in the Contract.
 - 10.2 The State may terminate the Contract at any time for any reason, at the sole discretion of the State, thirty (30) days after providing the Contractor written notice that the State is exercising its option to terminate the Contract.
 - 10.3 The Contractor may terminate the Agreement at any time for any reason, at the sole discretion of the Contractor, one hundred eighty (180) days after providing the State written notice that the Contractor is exercising its option to terminate the Agreement.
 - 10.4 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Contract, including but not limited to: identifying the present and future needs of clients receiving services under the Contract and establishes a process to meet those needs.
 - 10.5 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Contract and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.6 In the event that services under the Agreement, including but not limited to clients receiving services under the Contract are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.7 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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



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

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

State of New Hampshire
Department of Health and Human Services

Lisa Morris
Director

1/2/20
Date

Community Action Program Belknap-Merrimack
Counties, Inc.

Jeanne Agri
Executive Director

12/13/2019
Date

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 12/13/2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

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

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



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

OFFICE OF THE ATTORNEY GENERAL

Date 1/3/20

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: _____

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



Exhibit A - Amendment #3

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

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

2. STATEMENT OF WORK

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

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



Exhibit A – Amendment #3

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

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



Exhibit A – Amendment #3

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

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



Exhibit A - Amendment #3

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

3. PERFORMANCE MEASURES

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

4. REPORTING AND DELIVERABLES

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

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



Exhibit A – Amendment #3

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

5. COMPLIANCE

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

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

New Hampshire Department of Health and Human Services

Award/Program Name: Community Action Program (Belmont-Merrimack) Courages, Inc.
 Budget Request for: Commodity Supplemental Food Program
 Budget Period: July 1, 2011 - June 30, 2012

Line Item	Total Program Cost			Contractor Share / Match			Funded by OAHIS / Amount Change		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Food Categories	2,497.00	2,497.00	4,994.00				2,497.00	2,497.00	4,994.00
2. Contract Benefits	11,440.00		11,440.00				11,440.00		11,440.00
3. Computers	43,718.00		43,718.00				43,718.00		43,718.00
4. Equipment									
5. Furniture									
6. Health									
7. Insurance									
8. Information Technology									
9. Legal									
10. Marketing/Communications									
11. Staff (Salaries and Training)									
12. Subcontract Agreements	80,820.00		80,820.00				80,820.00		80,820.00
13. Other (Food & Supply)	11,821.00	3,879.00	15,700.00				11,821.00	3,879.00	15,700.00
14. Other (Food & Supply)									
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TOTAL	235,184.00	11,829.00	247,013.00				235,184.00	11,829.00	247,013.00

Exhibit B-3 - Amendment #3, Commodity Supplemental Food Program
 Community Action Program (Belmont-Merrimack) Courages, Inc.
 WPA-2018-09-01-17-00000-01-002
 Page 1 of 1

Contractor Initials: SA
 Date: 12.13.19

Exhibit B-5 - Amendment #3, Commodity Supplemental Food Program

New Hampshire Department of Health and Human Services										
Budget/Program Name: Community Action Program Belknap-Merrimack Counties, NH										
Budget Request for: Commodity Supplemental Food Program										
Budget Period: July 1, 2021 - September 30, 2021										
Line Item	Total Program Cost			Contract Share / Match			Funded by DHHS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Yield
1. Food Safety/Services	14,811.00	861.00	15,672.00				14,811.00	861.00	15,672.00	15,672.00
2. Nutrition Services	1,372.00	334.00	1,706.00				1,372.00	334.00	1,706.00	1,706.00
3. Operations										
4. Equipment										
5. Facilities										
6. Personnel										
7. Supplies										
8. Capital Expenses										
9. Other (specify details mandatory)										
10. Telephone										
11. Travel										
12. Printing										
13. Reproduction/Reproduction										
14. Postage										
15. Office										
16. Fuel										
17. Insurance										
18. Utilities										
19. Maintenance/Repairs										
20. Depreciation										
21. Other (specify details mandatory)										
22. Food										
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TOTAL	15,072.00	874.00	15,946.00				14,811.00	861.00	15,672.00	15,672.00
Indirect As A Percent of Direct		5.7%								

Contract # 9A
 Date 12/13/19

14 mac



Jeffrey A. Meyers
Comptroller

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: 1-800-735-1964
www.dhhs.nh.gov

February 6, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to amend an existing contract with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-8003), 2 Industrial Park Drive, Concord, NH 03302, for the provisions of a Commodity Supplemental Food Program (CSFP) and a Senior Farmers Market Nutrition Program (SFMNP) statewide by decreasing the price limitation by \$170,707 from \$1,680,610 to \$1,509,903 with no change in the completion date of September 30, 2021, effective upon Governor and Executive Council approval, 100% Federal Funds.

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 4

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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2022	520 500361	FMNP Food Costs	90006025	\$77,065.00	\$0.00	\$77,065.00
			Subtotal	\$162,815.00	(\$13,132)	\$149,683.00
			TOTAL	\$1,680,610.00	(\$170,707.00)	\$1,509,903.00

EXPLANATION

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

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

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

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

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

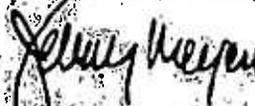
Area Served: Statewide

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

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

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



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

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

Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item 49), and amended on May 2, 2018 (Item 58), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to adjust budget line items to reduce the price limitation due to a reduction in federal funding, with no changes to the scope of work; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,509,903.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete and replace the following:
 - 4.1. Exhibit B-2, Budget with Exhibit B-2, Amendment #2, Commodity Supplemental Food Program.
 - 4.2. Exhibit B-3, Budget with Exhibit B-3, Amendment #2, Commodity Supplemental Food Program.
 - 4.3. Exhibit B-4, Budget with Exhibit B-4, Amendment #2, Commodity Supplemental Food Program.
 - 4.4. Exhibit B-5, Budget with Exhibit B-5, Amendment #2, Commodity Supplemental Food Program.
5. Add Exhibit K, DHHS Information Security Requirements.



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

This amendment shall be effective upon the date of Department of Health and Human Services approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

Lisa Morris MSSW
Director

1/23/19
Date

Community Action Program
Belknap-Merrimack Counties, Inc.

Name: Steven E. Gregoire
Title: Budget Analyst

1/18/19 ^{SG}
Date

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 1/18/2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

My Commission Expires: _____

James E. Sudak, Justice of the Peace
My Commission Expires March 31, 2021



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

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

[Signature]
Name: Regan A. [Signature]
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

EXHIBIT B-4, Attachment #2, Community Supplemental Food Program

New Hampshire's Department of Health and Human Services

Community Action Program Subrecipient Council, Inc.

Budget Request for Community Supplemental Food Program

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

Activity	Fiscal Year 2021			Fiscal Year 2022			Fiscal Year 2023		
	Amount	Personnel	Travel	Amount	Personnel	Travel	Amount	Personnel	Travel
1. Personnel	1,000.00	1,000.00		1,000.00	1,000.00		1,000.00	1,000.00	
2. Contract Services	1,000.00			1,000.00			1,000.00		
3. Equipment									
4. Materials and Supplies									
5. Travel									
6. Other									
Total	2,000.00	1,000.00		2,000.00	1,000.00		2,000.00	1,000.00	

Control No. 258
 Date 1/12/21

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

[Signature]
1/18/19

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 therefrom 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

[Handwritten Signature]
[Handwritten Date: 1/18/19]

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

Exhibit K

OHHS 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

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/doh/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

APR 04 '18 AM 10:36 ORS

5B
MAY



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

119 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-851-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 8, 2018

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

REQUESTED ACTION

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

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

See Attached Fiscal Details

EXPLANATION

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

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

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

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

Page 2 of 2

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

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

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

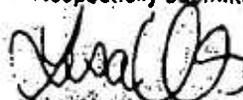
Should the Governor and Executive Council not approve this request, low-income elderly persons may not have access to nutritious foods or fresh fruits and vegetables to supplement their diets because the federally funded program may not be able to continue operations.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Agriculture, CFDA# 10.565, FAIN# 164NH814Y8005

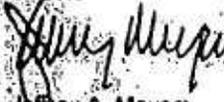
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner

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

FISCAL DETAILS

08-95-80-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS, DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	102-500734	Contracts for Program Svc	90006007	\$315,000.00
2018	102-500734	Contracts for Program Svc	90006024	\$8,400.00
2018	520-500361	FMNP Food Costs	90006025	\$80.00
			<i>Subtotal</i>	\$316,400.00

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

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

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2021	102-500734	Contracts for Program Svc	90006007	\$315,000.00
2021	102-500734	Contracts for Program Svc	90006024	\$8,400.00
2021	520-500381	FMNP Food Costs	90006025	\$77,065.00
			<i>Subtotal</i>	\$400,465.00

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



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

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

Commodity Supplemental Foods Program and Senior Farmers Market Nutrition Program

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item 49), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified, and

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

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

WHEREAS, the parties agree to modify the scope of services.

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

1. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement
2. Amend Form P-37, Block 1.10 to read: 603-271-8330
3. Amend Exhibit A, Scope of Services, to add Section 6: Compliance, to read:

6. COMPLIANCE

- 6.1 The Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 38); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.) and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- 6.2 By providing this assurance, the Contractor agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of the assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.



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

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



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

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

3/21/18
Date

State of New Hampshire
Department of Health and Human Services

Lisa Morris
Lisa Morris
Director

3/13/2018
Date

Community Action Program
Belknap-Merrimack Counties, Inc.

Jeanne Agn
Jeanne Agn
Executive Director

Acknowledgment of Contractor's signature:

State of New Hampshire, County of Merrimack on 3/13/2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 21, 2019

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____



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

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

OFFICE OF THE ATTORNEY GENERAL

Date: 4/3/18

Name: [Signature]
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date: _____

Name: _____
Title: _____

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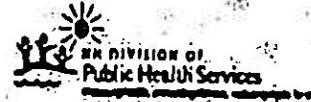


Jedry A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6603
603-771-6612 1-800-852-1343 E.I.L. 6613
Fax: 603-771-4777 TDD Access: 1-800-725-1264



May 22, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services to enter into an agreement with Community Action Program of Belknap and Merrimack Counties, Inc. (Vendor #177203-B003) to provide Commodity Supplemental Food Program and Senior Farmers' Market Nutrition Program services statewide in an amount not to exceed \$1,680,610 effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2021, 100% Federal Funds.

Funds to support this request are anticipated to be available in State Fiscal Year 2016, 2019, 2020, 2021 and 2022 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years, if needed and justified without further approval from the Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Area Served: Statewide

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

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

Respectfully submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner

FISCAL DETAILS

05-85-00-907010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM

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2018	102-500734	Contracts for Program Svc	90006024	8,400.00
2018	520-500381	FMNP Food Costs	90006025	0.00
			Sub total	316,400.00

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			Sub total	400,465.00

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
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			Sub total	400,465.00

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

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DocuSign Envelope ID: FBC52E49-A8B8-4081-8A2A-775702F38F97



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

Commodity Supplemental Foods Program and
Senior Farmers Market Nutrition Program

RFP Name

RFP Number

RFP Number

Bidder Name

1. CAP SM Counties, Inc.

Pass/Fail	Maximum Points	Actual Points
	100	100

Reviewer Name

1. Lisa Sirois, Administrator II,
Community & Hth Serv (TECH)

2. Jessica Webb, Nutrition Consult,
Community & Hth Serv (TECH)

3. Yara Orchard, Program Specialist IV,
Community & Hth Serv (Tech)

4. Regina Flynn, Program Planner III,
Community & Hth Serv (Tech)

5. Laura Raymond, DHHS (Cost)

6. Euse Fester, HHS Program Advisor,
Community & Hth Serv (Cost)

FORM NUMBER P-37 (version 6/9/15)

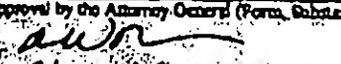
Subject: Commodity Supplemental Food Program and Senior Farmers Market Nutrition Program (RFP 2018-DPKS-12-00040)

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 03301-3837	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive, Concord, NH 03307	
1.5 Contractor Phone Number 603-225-3291	1.6 Account Number 03-99-00-000014-0000 NCI-100714 <i>RP</i>	1.7 Completion Date September 30, 2021 done-30-0921	1.8 Price Limitation \$1,680,610
1.9 Contracting Officer for State Agency Matthew 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 Acknowledgment: State of New Hampshire County of Merrimack On: 5/25/2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace KAYSEY L. GORHAM Notary Public, New Hampshire My Commission Expires October 13, 2024			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, Or: _____			
1.17 Approval by the Attorney General (Powers, Substances and Execution) (if applicable) By:  On: 6/5/17 Rebecca W. Ross, S. Asst. Atty.			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ Or: _____			

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 1.1 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, as indicated in block 1.1.8, unless no such approval is required. In which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.1.4 ("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 commencement 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-e or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and not withstanding 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 to the State of New Hampshire or the United States issued 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 to 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

Contractor Initials *RS*
Date *1/29/10*

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 reproductions, 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 to 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.

Contractor Initials *A-9*
Date *5/10/10*

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

RC
Date *12/17*

New Hampshire Department of Health and Human Services

Exhibit A



Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

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

2. STATEMENT OF WORK

- 2.1 The Contractor shall provide overall administration of the programs.
- 2.2 The Contractor shall provide statewide public health nutrition services through the administration of the Commodity Supplemental Food Program (CSFP) and the Senior Farmers' Market Nutrition Program (SFMNP), with a targeted focus on counties with a greater at-risk elderly population, while meeting at least 85% of the assigned caseload.
- 2.3 The Contractor shall determine program eligibility of elderly applicants for the CSFP and SFMNP, according to the annual USDA CSFP and SFMNP Income Guidelines, at or below 130% federal poverty level.
- 2.4 The Contractor shall maintain a minimum of three (3) years of participant certification master files at a central location that is accessible for audit and review.
- 2.5 The Contractor shall work with the state agency to produce required program resources to administer the CSFP and SFMNP according to federal regulations, which shall include participant rights and rules information, training, educational materials, and on-site management evaluations.
- 2.6 The Contractor shall provide culturally and linguistically appropriate services for both the CSFP and SFMNP.

Contractor Initials: *LR*
Date: *5/25/17*

New Hampshire Department of Health and Human Services

Exhibit A



- 2.7 The Contractor shall be required to comply with all USDA/FNS regulations, policies and instructions and state policies and procedures for the CSFP and SFMNP. The USDA/FNS regulations for CSFP can be found at <http://www.fns.usda.gov/csfp/regulations>. The SFMNP regulations can be found at <http://www.fns.usda.gov/sites/default/files/AMC/SFMNPRregulations>.
- 2.8 The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the federal regulations governing the CSFP and SFMNP that may occur during the period of the contract.
- 2.9 The Contractor shall agree to be monitored by the NH DHHS and/or any USDA/FNS entity, including the Office of Inspector General (OIG) auditors.
- 2.10 The Contractor shall implement procedures in cooperation with the Department to detect and prevent dual participation within the CSFP and SFMNP.
- 2.11 The Contractor shall maintain an adequate accounting and record keeping system to ensure a distinct audit trail which shall include but not limited to:
 - 2.11.1 Accounting ledgers.
 - 2.11.2 Copies of all subcontracts.
 - 2.11.3 Payments.
 - 2.11.4 Participation rates, and
 - 2.11.5 Invoices and correspondence.
- 2.12 The Contractor will provide financial and program data to the Department on a monthly basis, as well as upon request.
- 2.13 The Contractor shall ensure that participation meets but does not exceed the caseload assigned by the Department for CSFP and SFMNP, without prior approval.
- 2.14 The Contractor shall perform required yearly CSFP and SFMNP race and ethnicity reporting (FNS-191) to the Department and FNS.
- 2.15 The Contractor shall adhere to USDA Office of CMI Rights policies, including insertion of the non-discrimination statement on all outreach and program materials. For all appropriate Contractor, agency staff and volunteers, the Contractor shall ensure that no participant will be subject to discrimination under the program on the grounds of race, color, national origin, age, sex or disability.
- 2.16 The Contractor shall provide participants up-to-date nutritional information and materials regarding the availability of other nutrition, health and social service assistance programs in their service area.
- 2.17 The Contractor shall inform applicants of their rights and responsibilities at the time of certification in the CSFP and SFMNP.
- 2.18 The Contractor shall implement fair hearing procedures for persons who file statements claiming inappropriate adverse action.
- 2.19 The Contractor shall meet the special needs of the homebound elderly by utilizing proxies and volunteers.

AR
1/27/17

New Hampshire Department of Health and Human Services

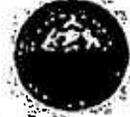


Exhibit A

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

The following shall apply to SFMNP only.

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

3. STAFFING

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

4. PERFORMANCE MEASURES

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

Contractor Initials: *[Signature]*
Date: *[Signature]*

New Hampshire Department of Health and Human Services

Exhibit A

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

6. REPORTING REQUIREMENTS

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

New Hampshire Department of Health and Human Services

Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #19.575 US Department of Agriculture, Food and Nutrition Service, Community Supplemental Food Program and #19.578 US Department of Agriculture, Food and Nutrition Service, Senior Farmers Market Nutrition Program, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Book 18, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 through B-6.

4. Payment for services shall be made as follows:

- 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- 4.2. The Invoices must:

- 4.2.1. Clearly identify the amount requested and the services performed during that period.
- 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
- 4.2.3. Separately identify any work and amount of attributable and performed by an approved contractor, if applicable.
- 4.2.4. Separately identify any expenses incurred by the Contractor that will be considered Non-Federal Match per the funding grant requirements.
- 4.2.5. Provide a monthly signed certification that the matching funds equal to 20% of the contract award amount which may be in cash or in kind, are not derived from federal sources.

4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

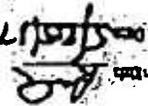
NH Department of Health and Human Services
Division of Public Health Services
28 Helen Drive
Concord, NH 03301

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.

6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

Contractor Initials




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Exhibit D-4
Budget

For the State Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Identifying Data (Complete for all Budget Submissions) (Include in:

State of Maryland Department of Health and Human Services
7 - Department Form
Budget Period: 2013 - 2014 - 2015

Line Item	2013		2014		2015		Total	Notes
	Request	Change	Request	Change	Request	Change		
1.0000	10000		10000		10000			
1.0001	10000		10000		10000			
1.0002	10000		10000		10000			
1.0003	10000		10000		10000			
1.0004	10000		10000		10000			
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Exhibit 5-A
Budget

Missouri Department of Health and Senior Services
COMPUTER GDS BUDGET FORM FOR EACH BUDGET PERIOD

Department Name: Community Health Improvement Division
Budget Period: 10/1/2010 - 9/30/2011
Fiscal Year: 2011

Line Item	Account	Agency	Activity	Position	Rate	Quantity	Amount	Comments
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500	500	500	500	500	500	500	500	
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Exhibit B4
Budget

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

Multiple Program Name: Community Health Program (HHS/Community Health)

Budget Detail for Public Program Budget Worksheet
Fiscal Year: 2020
Budget Period: 10/1/20 - 9/30/21

Line Item	Account	Category	Sub-Category	Activity	Position	Start Date	End Date	Rate	Quantity	Total
1000	1000	1000	1000	1000	1000	10/1/20	9/30/21			
1001	1001	1001	1001	1001	1001	10/1/20	9/30/21			
1002	1002	1002	1002	1002	1002	10/1/20	9/30/21			
1003	1003	1003	1003	1003	1003	10/1/20	9/30/21			
1004	1004	1004	1004	1004	1004	10/1/20	9/30/21			
1005	1005	1005	1005	1005	1005	10/1/20	9/30/21			
1006	1006	1006	1006	1006	1006	10/1/20	9/30/21			
1007	1007	1007	1007	1007	1007	10/1/20	9/30/21			
1008	1008	1008	1008	1008	1008	10/1/20	9/30/21			
1009	1009	1009	1009	1009	1009	10/1/20	9/30/21			
1010	1010	1010	1010	1010	1010	10/1/20	9/30/21			
1011	1011	1011	1011	1011	1011	10/1/20	9/30/21			
1012	1012	1012	1012	1012	1012	10/1/20	9/30/21			
1013	1013	1013	1013	1013	1013	10/1/20	9/30/21			
1014	1014	1014	1014	1014	1014	10/1/20	9/30/21			
1015	1015	1015	1015	1015	1015	10/1/20	9/30/21			
1016	1016	1016	1016	1016	1016	10/1/20	9/30/21			
1017	1017	1017	1017	1017	1017	10/1/20	9/30/21			
1018	1018	1018	1018	1018	1018	10/1/20	9/30/21			
1019	1019	1019	1019	1019	1019	10/1/20	9/30/21			
1020	1020	1020	1020	1020	1020	10/1/20	9/30/21			
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New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

Contractor 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. **Bribe/Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retrospective Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder; in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs.

[Handwritten Signature]
Date *5/28/17*

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: Allowance 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 of 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

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New Hampshire Department of Health and Human Services
Exhibit C



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 grantors 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.eop.usdoj/about/ocr/pdf/eoocert.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.

- 10. **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:
 - 10.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.
 - 10.2. 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.
 - 10.3. Monitor the subcontractor's performance on an ongoing basis.

[Handwritten Signature]
Date *5/25/17*

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 time to time.

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

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

R-C
1/2/17

New Hampshire Department of Health and Human Services
Exhibit C-1



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds 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.

RL
Date *5/20/17*

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor, named in Section 1.1 of the General Provisions, agrees to comply with the provisions of Sections 6151-6156 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subpart 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 1 - FOR GRANTEE'S OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subpart D, 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part 11 of the May 25, 1990 Federal Register (pages 21601-21681), and require certification by grantees (and by contractors and sub-grantees and sub-contractors) prior to award, but they will remain in a drug-free workplace. Section 2017.030(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 certifications for each grant during the federal fiscal year covered by the certification. The certificate set out below is a written representation of the grantee's compliance with the certification requirements of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subpart D, 41 U.S.C. 701 et seq.). The certificate shall be filed with the agency awarding the grant. Filing of the certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grant, or government-wide suspension or debarment. Contractors using this form should send it to:

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

1. The grantee certifies that it will continue to provide a drug-free workplace by:

- 1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, 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 provision.
- 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 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 Adhere to 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 paragraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employees 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

Contractor Form
Page 1 of 2

Exhibit D - Certification Regarding Drug Free

Workplace Requirements

Section 6151

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

5/25/2017
Date

Name: Ralph Littlefield
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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 in 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.

5/23/2017
Date

Name: Ralph Littlefield
Title: Executive Director

Date: 5/23/17

New Hampshire Department of Health and Human Services
Exhibit F



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 11(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

5/29/2017
Date

Name: Ralph Littlefield
Title: Executive Director

Contractor Initials AS
Date 5/29/17

New Hampshire Department of Health and Human Services
Exhibit G



**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;
- 29 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.

This 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

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

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Rev. 10/2011

Date

of 2/11

New Hampshire Department of Health and Human Services
Exhibit C



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:

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

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

Date
5/25/2017

Name: Ralph Whitefield
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit M



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

5/25/17
Date

Ralph Littlefield
Name: Ralph Littlefield
Title: Executive Director

New Hampshire Department of Health and Human Services

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

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Date 5/25/11

New Hampshire Department of Health and Human Services

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 Associates, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Contractor Initials

RE
Date *5/20/17*

New Hampshire Department of Health and Human Services



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

- e. The Business Associate shall notify the Covered Entity a 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:

- e. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- e. The unauthorized person used the protected health information or to whom the disclosure was made;
- e. Whether the protected health information was actually acquired or viewed;
- e. 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 3.11. 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

1/27/14

Contractor Initials *AR*

DocuSign *5/25/14*

New Hampshire Department of Health and Human Services



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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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

82914

Covered Entity *RE*
Date *1/27/17*

New Hampshire Department of Health and Human Services

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

Covered Entity *RJR*
Date *3/27/14*

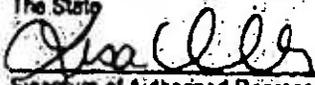
New Hampshire Department of Health and Human Services

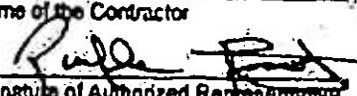


EXHIBIT I

- 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

 Signature of Authorized Representative
 LISA MORRIS
 Name of Authorized Representative
 Director, DPHS
 Title of Authorized Representative
 5/31/17
 Date

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

 Signature of Authorized Representative
 Ralph Littlefield
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 5/25/2017
 Date

2017

Contractor Initials: 
Date: 5/25/17

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting 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 60% of annual gross revenue 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.

Date: 5/25/2017

Name: Ralph Littlefield
Title: Executive Director

Contractor Initials: RL
Date: 5/25/17

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: 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(d) 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: _____

Contractor Initials

Date

R-R
8/25/10