



JAN 21 '15 AM 8:19 DAS 37 JAW

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

December 29, 2014

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (DRED/OWO), to enter into a contract for services with the Community Action Program Belknap-Merrimack Counties, Inc. (BM-CAP) (VC #177203 B003) in the amount of \$1,840,000, effective July 1, 2015 through June 30, 2019 contingent upon Governor and Council approval. This project is funded by the US Department of Labor - 100% Federal Funds.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity, as follows and pending budget approval for FY 2016, FY 2017, FY2018 and FY2019:

03-35-35-350510-53360000-102-500731		Contract for Program Services		
<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	
\$460,000	\$460,000	\$460,000	\$460,000	

EXPLANATION

This contract between DRED/OWO and BM-CAP for the delivery of Senior Community Service Employment Program (SCSEP) services is issued in response to the *Senior Community Service Employment Program (SCSEP) Request for Proposals (RFP) #01-DRED-OWO-2014 issued September 5, 2014*. (See Attachment A for RFP details). SCSEP funds are awarded by the US Department of Labor (USDOL) to the NH Department of Resources & Economic Development, Office of Workforce Opportunity; the state grant recipient for SCSEP federal funds. The SCSEP program provides for part-time, community service based job training for unemployed, low-income individuals age 55 or older facing barriers to employment. Participants in the program receive a training stipend (minimum wage) for up to 20 hours per week and may participate in the project for multiple years.

This is a four-year contract for services to ensure program continuity. For major WIA service contracts, efficiency in operation is a paramount policy consideration for the State Workforce Investment Board, as disruption in service would adversely affect program clientele. Funds are allocated for the purpose of operating a standardized statewide "program" that requires significant training and program management experience and understanding, along with sufficient resources to reimburse the state for any disallowed costs incurred as a result of erroneous eligibility determinations.

The Attorney General's Office has reviewed and approved this contract amendment as to form, substance and execution.

Respectfully submitted,

(C)

Jeffrey J. Rose

Jeffrey J. Rose
Commissioner

Attachment A – SCSEP RFP Details

- On September 5, 2014 DRED/OWO issued a RFP for SCSEP services on behalf of the State Workforce Investment Board.
- The purpose of the RFP was to identify a service provider to operate the State SCSEP project for four consecutive years (July 1, 2015 – June 30, 2019) consistent with federal and state policy and procedures. The SCSEP program has very specific program delivery and federal reporting requirements, making it desirable to maintain continuity of service from year to year. The current contract period ends June 30, 2015.
- The RFP was posted on the NH Works and the State procurement website. A Public Notice appeared for two consecutive days in the Union Leader. In addition a copy of the RFP was sent to NH Works partner agencies, USDOL and known SCSEP service provider staff with instructions to share as appropriate.
- The RFP evaluation process was explained in detail in the RFP. The scoring was based on the program elements listed in the scoring chart below, with a maximum score of 100 points. Specifically reviewers were asked to assess:
 1. The experience, corporate/organizational resources, and corporate/organization qualifications of the bidder. In addition, the experience of all assigned staff will be evaluated. The Evaluation Team will determine to what extent the organization and assigned staff have the capabilities to deliver the services described in the RFP and the bidder's proposal. The bidder's financial ability to undertake the contract will also be evaluated
 2. The bidder's understanding of each of the services described in the RFP and the inclusion of same in the statement of work; the bidder's knowledge of SCSEP and the bidder's ability to assume responsibility for current participants, recruit eligible participants as needed, develop appropriate host agency sites, and move SCSEP participants to employment; the bidder's ability to coordinate services with the NH Works centers and provide additional links to a network of statewide agencies and organizations that provide services to low income individuals; and the organization, completeness and logic of the proposed Statement of Work including the ability to transfer and pay wages to existing SCSEP participants without disruption in services.
 3. The cost proposal will be examined to determine if the cost proposal meets all minimum requirements, is sufficient to support the services, as described in the RFP and by the bidder in the bidder's proposal, and contains accurate calculations. Any cost proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Evaluation Team.
- A sub-committee of the State Workforce Investment Board served as the RFP review panel. The following Board members served on the review committee:
 - Mr. Dick Anagnost – Chair, State Workforce Investment Board/ CEO/Owner Anagnost, Inc.
 - Mr. Dave Cioffi –Former Small Business Owner
 - Ms. Kelly Clark – Regional Director AARP New Hampshire
 - Mr. Lee Nyquist – Esquire Shaheen & Gordon, PA
 - Mr. Rick Wheeler – VP Human Resources Associated Grocers of NE
- Ms. Bonnie St.Jean, OWO Program Administrator served as staff to the review committee.
- Community Action Program Belknap-Merrimack, Inc. (BM-CAP), the current contractor, was the only respondent to the SCSEP RFP.
- The RFP review panel reviewed the proposal for compliance with the RFP process and based on the scores outlined below, BM-CAP was selected for the SCSEP contract award contingent upon Governor and Council approval.

	Range	Dave Cioffi	Dick Anagnost	Rick Wheeler	Lee Nyquist	Kelly Clark	Reviewer Average
1. Evaluation of Corporate Organization, Background, Experience and Staff	Score Range 0 - 40 points	35	38	30	39	40	36.4
2. Evaluation of Scope of Work	Score Range 0-50	47	44	50	49	50	48
3. Evaluation of Cost Proposals	Score Range 0-10 points	9	9	10	10	10	9.6
Totals	100	91	91	90	98	100	94

STATE OF NEW HAMPSHIRE DEPT. OF RESOURCES & ECONOMIC DEVELOPMENT

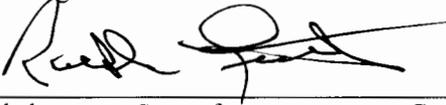
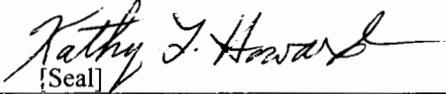
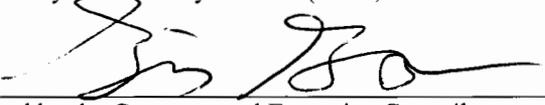
Subject: Senior Community Service Employment Program (SCSEP)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Dept. of Resources & Economic Development Office of Workforce Opportunity		1.2 State Agency Address 172 Pembroke Road PO Box 1856 Concord, NH 03302-1856	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive PO Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 010-035-5336-102-500731	1.7 Completion Date 06/30/2019	1.8 Price Limitation \$1,840,000
1.9 Contracting Officer for State Agency Jacqueline Heuser, Director		1.10 State Agency Telephone Number 603-271-7275	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>11/20/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		KATHY L HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>11/2/15</u>			
1.18 Approval by the Governor and Executive Council By: On:			


RE
11/20/14

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

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

7. PERSONNEL.

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

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

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

RE
1/20/04

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**NH Department of Resources & Economic Development
Office of Workforce Opportunity**

STANDARD EXHIBIT A

SCOPE OF SERVICES

Contract Period: July 1, 2015 – June 30, 2019

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

SCOPE OF SERVICES

This cost reimbursement agreement for services between Community Action Program Belknap-Merrimack Counties, Inc. (BMCAP) and NH Department of Resources & Economic Development, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2015 and terminating on June 30, 2019. Total payments under this agreement shall not exceed: **\$1,840,000.00** and shall be expended consistent with the line item budget negotiated annually with DRED/OWO upon receipt of grant funds from USDOL for each program year covered under this contract. Funds authorized under this agreement are for the sole purpose of implementing Senior Community Service Employment Program (SCSEP) services and shall not be used for any purpose other than those activities identified in the Statement of Work outlined in RFP #01-DRED-OWO-2014 and in accordance with US DOL SCSEP program rules and regulations.

As a condition of this agreement, BMCAP assumes responsibility for the specific operational, fiscal and monitoring responsibilities cited in this agreement for the purpose of delivering services to SCSEP eligible participants, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, as well as all applicable federal and state laws, regulations and requirements.

In addition, by signing this agreement BMCAP acknowledges the substantial operational level oversight retained by the OWO under this agreement for the duration of the agreement performance period.

BM-CAP shall operate the State Senior Community Service Employment Program (SCSEP) project consistent with the policy and procedures approved by DRED, and/or the US Department of Labor *and the terms and conditions as specified in RFP#01-DRED-OWO-2014, incorporated by reference into this contract agreement.*

Deliverables

- BMCAP will be responsible for the deliverables specified in **Section 4 of RFP #01 DRED-OWO-2014** and all **Required Programmatic Assurances** contained in Attachment 2, consistent with the process and procedures outlined in **Exhibit C-Statement of Work** of the proposal submitted by BMCAP in response to the RFP, all of which are incorporated by reference into this contract agreement.
- Enrollment goals (i.e., slots) are established by USDOL on an annual basis. BMCAP will enroll/maintain enrollees at 100% of the number of authorized positions allocated for each of the program years covered under this agreement. Over-enrollments are allowed as a means of maintaining a level number of participants to balance out program exits that occur throughout the

year, contingent with budget constraints. Enrollment goals will be assigned to BMCAP at the time of issuance from USDOL.

- SCSEP Program Goals are established by USDOL on an annual basis. BMCAP will be responsible for achieving all performance measures. For the purpose of this contract agreement achieving shall be defined as no less than 80% of any goal. The measures are applied to all participants exited during the SCSEP program year, and shall be determined to have been met or not met based on the SPARQ final year-end performance report. Performance goals will be assigned to BMCAP for each of the program years covered under this contract agreement at the time of issuance from USDOL.
- Staffing Requirements - BMCAP will maintain a staffing level adequate to effectively manage the SCSEP Project consistent with the requirements outlined in Section 4 of RFP#01-DRED-OWO-2014. BMCAP shall submit for approval, a staffing plan to the DRED/OWO Program Manager by no later than June 30th of each program year covered in this agreement.
- Reporting Requirements - BMCAP will submit timely and accurate reports consistent with the requirements stipulated in Section 4 of RFP#01-DRED-OWO-2014, which includes reporting accruals no less than once per quarter for each program year covered in this agreement.
- System Requirements -BMCAP shall be responsible for maintaining adequate technology and internet access to ensure timely data entry in the SPARQ SCSEP case management system consistent with Section 4 of the RFP.
- BMCAP will be responsible for adhering to terms and conditions specified in Special Conditions Section 5 Special Conditions of RFP #01-DRED-OWO-214

[Handwritten signature]

11/20/14

**NH Department of Resources & Economic Development
Office of Workforce Opportunity**

STANDARD EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT

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

Contract Period: July 1, 2015 through June 30, 2019.

1. This contract is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) number: **17.235** for the purpose of the delivery of SCSEP services to eligible 55+ residents of New Hampshire.
2. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with the Scope of Services as outlined in Exhibit A and RFP #01 DRED-OWO- 2014, the Department of Resources & Economic Development (DRED) shall reimburse the contractor up to a maximum total payment of \$1,840,000.00 (\$460,000.00 for each year of this agreement).
3. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period and is further delineated as follows:
 - Program Year 2015 (FY16) funds totaling \$460,000 shall not be expended beyond June 30, 2016.
 - Program Year 2016 (FY17) funds totaling \$460,000 shall not be expended beyond June 30, 2017.
 - Program Year 2017 (FY18) funds totaling \$460,000 shall not be expended beyond June 30, 2018.
 - Program Year 2018 (FY19) funds totaling \$460,000 shall not be expended beyond June 30, 2019.
4. Expenditures shall be in accordance with an approved line-item budget negotiated annually between BMCAP and DRED/OWO (See Exhibit E of the BMCAP proposal for reference purposes, and the Personnel related expenses as shown in Exhibit D of the proposal.) The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items only with prior written approval from DRED/OWO. Adjusted budgets shall not exceed the negotiated annual contract price limitation for each program year.
5. Line-item budgets shall be negotiated annually upon receipt of the federal grant award to the State.
6. The Contractor agrees that all financial reports/invoices shall at a minimum be itemized by administrative, participant costs, and other participant costs.
7. Administrative funds are limited to the 13.5% for the total grant. The share of local administrative funds shall be negotiated with the contractor annually, identified in the approved line-item budget and in no case be greater than 10% for any year covered under this contract.
8. The Contractor agrees to secure the total grant match requirement; and that all financial reports/invoices shall identify match expenses to date.

9. Invoices must be submitted monthly **within 30 days of the end of the previous month** and be submitted in a format consistent with the approved budget. The payment of invoices is subject to receipt by DRED of required reports as stated in Exhibit A – Scope of Services.
10. The contractor shall report accrued expenses no less than each quarter during the contract period, in accordance with OWO and federal accrual reporting requirements.
11. A final annual payment request shall be submitted no later than forty-five (45) days from June 30th for each program year funded under this contract. Failure to submit a complete, accurate and timely final invoice by this date could result in non-payment.

12. Invoices shall be sent to:

Juli Pelletier, Fiscal Administrator
Office of Workforce Opportunity
Department of Resources & Economic Development
172 Pembroke Road/PO Box 1856
Concord, NH 03302-1856

Invoices shall be paid to:

Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016
Concord, NH 03302-1016
Attention: Kathy Lavigne, Chief Accountant BM-CAP, Inc.

13. The Contractor must have written authorization from DRED prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
14. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, including match funds, and make such documentation available for review by authorized DRED staff and/or its auditors.
15. The Contractor shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds awarded in this agreement for each program year funded (e.g., July 1st – June 30th), unless otherwise agreed to in writing by DRED.
16. DRED reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by DRED and/or the State of New Hampshire.
17. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, Appendix A - Assurances and Certifications and all other applicable WIA federal, State and DRED cash management regulations and policies, *including the USDOL requirement for accrual reporting.*
18. The Contractor is solely responsible for paying to DRED any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneous

determined to be eligible for WIA services. Disallowed costs may not be paid with federal funds, regardless of the funding source

19. DRED reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.
20. Contractor use of funds in this contract must be in accordance with SCSEP certifications and assurances and any applicable Title IB Workforce Investment Act (WIA) and/or Workforce Innovation Opportunity Act (WIOA) program assurances. See Standard Form Exhibit C and Contract attachments for specifics.
21. The Contractor is prohibited from using federal funds awarded under this contract for the following items and/or activities: automobiles; lobbying; real property and improvements; cost of interest payments; membership dues; professional license; annual professional dues or fees; finance charges, late fees or penalties; and depreciation charges. This is not intended to be an all inclusive list, the contractor must review any proposed cost outside of the approved line item budget.

Contractor Initials: AR
Date: 1/20/14

**NH Department of Resources & Economic Development
Office of Workforce Opportunity**

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** Eligibility determination for SCSEP 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 US DOL through SPARQ or others prescribed for that purpose and shall be made and remade at such times as are prescribed by the DRED.
3. **Documentation:** In addition to the determination forms required by the DRED, 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 DRED requests. The Contractor shall furnish DRED with all forms and documentation regarding eligibility determinations that DRED may request or require.
4. **Grievance Procedures/Customer Complaints/Equal Opportunity:** 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 the required grievance policy.
 - a. The Contractor shall ensure that all applicants for SCSEP funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.
 - b. The Contractor shall ensure that all personnel funded with SCSEP funds are trained in the grievance policy and procedure applicable for the funding source supporting this contract agreement.
 - c. The Contractor shall ensure that all personnel funded with SCSEP funds are trained in the Equal Opportunity law, policy and procedure applicable for the funding source supporting this contract agreement, and that refresher training is provided annually.
 - d. The Contractor shall ensure that the DRED (Office of Workforce Opportunity) EO Officer is informed immediately of any formal grievance filed by a program applicant or participant.
 - e. The Contractor shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor/Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agree to maintain the following records during the Contract Period:
 - a. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to DRED, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by DRED.
 - b. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to DRED to obtain payment for such services.
 - c. **Record Retention:** Complete paper ("hard copy") participant files shall be maintained by the contractor for no less than three years as required under federal regulation. DRED may require the retention of hard copy files for up to six years, if the participant file is selected for a data validation review. The Contractor shall not destroy any participant files without written permission from DRED.
8. **Audit:** Contractor shall submit an annual audit report to DRED within 60 days after the close of the agency fiscal year. The report must be prepared in accordance with the provision of Office of Management and Budget "Super Circular", "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - a. **Audit and Review:** During the term of this Contract and the period for retention hereunder, DRED, the United States Department of Labor, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - b. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state

or federal audit exceptions and shall return to DRED, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

9. Confidentiality of Records: The contractor agrees to maintain the confidentiality of any information regarding participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the SCSEP applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this agreement, and to persons having responsibilities under the agreement.
 - a. The contractor is responsible for taking reasonable steps to ensure the physical security of such data under its control.
 - b. The contractor is responsible for ensuring each of its employees, vendors or sub-recipients having any involvement with personal data or other confidential information are informed in the laws and regulations relating to confidentiality.
 - c. Each employee funded through this contract agreement shall be required to sign a confidentiality statement provided by DRED.
10. Reports: Program and Fiscal: The Contractor agrees to submit the following reports at the following times if requested by the DRED.
 - a. Quarterly Progress Reports: Written reports containing a detailed description of all planned versus actual program performance to the date of the report and containing such other information as shall be deemed satisfactory by the DRED to justify the rate of payment hereunder. Such Reports shall be submitted on the form designated by the DRED or deemed satisfactory by the DRED.
 - b. Annual Report: An annual report shall be submitted within sixty (60) days from the end of the program year for each year covered under this agreement. The Report shall be in a form satisfactory to the DRED and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the DRED. [It is understood that final performance information from SPARQ will not be available at that time]
11. Completion of Services: The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to DRED at the time that the Contractor ceases to operate the program/project funded through this contract agreement.
12. 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:

The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Resources & Economic Development, with funds provided by the United States Department of Labor.
13. Veterans' Priority Provisions: The Contractor agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.

Contractor Initials: *Pa*
Date: 11/20/14

14. Buy American Notice Requirement: To the greatest extent practicable, and the extent to which purchases are allowable in this agreement, the Contractor agrees to purchase American made equipment and products. (See WIA Section 505—Buy American Requirements).
15. Salary and Bonus Limitations: In compliance with Pub. L. 111-117 (Division D, sec. 107), none of the funds made available under this agreement shall be used by the Contractor, or sub-recipient of the Contractor to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.
16. Intellectual Property Rights: The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed with SCSEP funds, including a sub-grant or contract under the Contractor; and ii) any rights of copyright to which the contractor purchases ownership with SCSEP funds (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities.
17. Mandated Data Entry Systems: That Contractor will be legally obligated to enter data required by DRED and/or the US Department of Labor, relating to all participants served during the contract period in the case management system mandated by DRED. (e.g., SPARQ for SCSEP projects, E-Teams for WIA services). Contractors shall be responsible for keeping participants files up-to-date, especially in time to meet quarterly reporting deadline requirements.
18. Disallowed Costs: The Contractor will be solely responsible for paying DRED any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on participants who were erroneous determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.

NH Department of Resources and Economic Development

STANDARD EXHIBIT D

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 LABOR - CONTRACTORS

Programs (indicate applicable program covered):

Title IB Workforce Investment Act (WIA) Programs

Older Americans Act (OAA) Senior Community Service Employment Programs (SCSEP)

Contract Period: July 1, 2015 through June 30, 2019

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

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

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


(Contractor Representative Signature)

Ralph Littlefield, Executive Director
(Authorized Contractor Representative Name & Title)

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

11/20/19
(Date)

NH Department of Resources and Economic Development

STANDARD EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Resources & Economic Development (DRED) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DRED determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DRED may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to DRED to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DRED.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

*A-G
1/2/04*

Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DRED may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).


11/20/14

LOWER TIER COVERED TRANSACTIONS

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

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

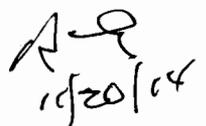
The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered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


(Contractor Representative Signature)

Ralph Littlefield, Executive Director
(Authorized Contractor Representative Name & Title)

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

11/20/14
(Date)


11/20/14

NH Department of Resources and Economic Development

STANDARD EXHIBIT F

CERTIFICATION REGARDING
COMPLIANCE WITH SECTIONS 504 OF THE REHABILITATION ACT OF 1973, as
AMENDED AND AMERICANS WITH DISABILITIES ACT OF 1990

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:

The Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and American's with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable regulations (45 CFR Part 84) and guidelines and interpretations issued pursuant thereto.

Pursuant to subsection 84.5(a) of the regulations (45 CFR 84.5(a)), the Contractor gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by DRED after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The Contract recognizes and agrees that such federal financial assistance will be extended in reliance on the representation and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by DRED or, where the assistance is in the form of real property. For the period provided for in subsection 84.5(b) of the regulation (45CRF 84.5(b)).



(Contractor Representative Signature)

Ralph Littlefield, Executive Director

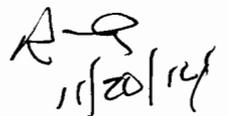
(Authorized Contractor Representative Name & Title)

Community Action Program Belknap-Merrimack Counties, Inc..

(Contractor Name)

11/20/14

(Date)



NH Department of Resources and Economic Development

STANDARD EXHIBIT G

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

R-R
11/20/14

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

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide

RQ
11/20/14

services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

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

RZ
11/20/09

- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

Handwritten signature and date: 11/24/11

disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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


11/20/14

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

NH Department of
Resources & Economic Development
The State Agency Name

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

CSM

Jeffrey J. Rose

Ralph Littlefield

Signature of Authorized Representative

Signature of Authorized Representative

Jeffrey J. Rose, Commissioner
Name of Authorized Representative

Ralph Littlefield, Executive Director
Name of Authorized Representative

12/30/14
Date

12/20/14
Date

AL
12/20/14

NH Department of Resources and Economic Development

STANDARD EXHIBIT H

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

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

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

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

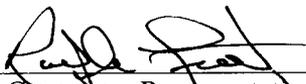
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Ralph Littlefield, Executive Director

Authorized Contractor Representative Name & Title
Community Action Program Belknap-Merrimack Counties, Inc.



Contractor Representative Signature


RR
11/20/08

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, sub-grants, and/or cooperative agreements?

YES _____

NO X

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

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

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

YES _____

NO _____

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

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

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

Name: _____

Amount:

Handwritten signature and date: 11/22/14

NH Department of Resources and Economic Development

STANDARD EXHIBIT I

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF LABOR - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to: NH Department of Resources & Economic Development, Office of Workforce Opportunity, 172 Pembroke Road, Concord, NH 03302.

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

De
11/20/14

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

(B) 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: **2 Industrial Park Drive, Concord, NH 03110**

Period Covered by this Certification: **From: July 30, 2015 To: June 30, 2019**

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

Name & Title of Authorized Contractor Representative: **Ralph Littlefield, Executive Director**

Contractor Representative Signature:  Date: 11/20/14



NH Department of Resources and Economic Development

STANDARD EXHIBIT J

STATEMENT OF CONFIDENTIALITY

Every client has the right to privacy and confidentiality of his or her record. Information contained in an individual's case record is designated confidential under state and federal law.

All staff and employees of the Department of Resources and Economic Development (DRED), including agencies under contract with DRED, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

The fact that an individual is a current or past participant in any US Department of Labor funded program administered by DRED is considered confidential information. Information about a client may be shared among staff of DRED (or contract agency) only as is necessary for the administration of the program(s) from which the individual is receiving services.

No information is to be shared outside of DRED (or the contract agency) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing will take place.

Contract agencies and DRED shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

Without a specific release, discussions cannot include mention of any client names or facts that would identify an individual. Information cannot be given over the phone unless it is given directly to the client or an individual whom the client has designated, in writing, to act in their behalf. This prohibition applies to police officers, legislators, lawyers and others who assert a need to know confidential information. All third parties must provide written authorization of the client to discuss or receive confidential information.

Breaches of confidentiality will be regarded as a serious offense and grounds for disciplinary action.

The contractor agrees to ensure that a signed confidentiality form is placed in the personnel file of all staff funded with Senior Community Service Employment Program (SCSEP) funds.

Community Action Program Belknap-Merrimack Counties, Inc.

Contractor Name

Ralph Littlefield, Executive Director

Authorized Contractor Representative Name and Title


Authorized Contractor Representative Signature

11/20/14
Date

R-L
11/20/14

NH Department of Resources and Economic Development

STANDARD FORM EXHIBIT K

SCSEP PROGRAMMATIC ASSURANCES

ETA has determined that the programmatic assurances below reflect standard grant requirements and are consistent with sound program practices.

Grantees must certify that they will conform to these assurances throughout the period of the grant by checking each of the assurances below. These assurances apply at all levels regardless of the grantee administrative structure. These assurances apply fully to any sub-recipient, local project or grantee staff involved in the delivery of services,

As the sub-recipient of SCSEP funds Community Action Program Belknap-Merrimack, Inc. agrees to the following:

Recruitment and Selection of Participants

- Develop and implement methods to recruit and select eligible participants to assure maximum participation in the program.
- Use income definitions and income inclusions and exclusions for SCSEP eligibility, as described in TEGL No. 12-06, to determine and document participant eligibility.
- Develop and implement methods to recruit minority populations to ensure at least proportional representation in the assigned service area.
- Develop and implement strategies to recruit applicants who have priority of service as defined in OAA section 518(b) (1)-(2) and by the Jobs for Veterans Act (JVA), Pub. L. 107-288. Individuals have priority who fall into one or more of these categories:
 - a) Are covered persons in accordance with the JVA (covered persons – veterans and eligible spouses, including widows and widowers – who are eligible for SCSEP must receive services instead of, or before, non-covered persons);
 - b) Are 65 years or older;
 - c) Have a disability;
 - d) Have limited English proficiency;
 - e) Have low literacy skills;
 - f) Reside in a rural area;
 - g) Have low employment prospects;
 - h) Have failed to find employment after utilizing services provided through the One-Stop Delivery System;
 - i) Are homeless or are at risk for homelessness.

AE
11/20/04

NH Department of Resources and Economic Development

Assessment

- Assess participants at least twice per 12-month period.
- Use assessment information to determine the most appropriate community service assignments for participants.

Individual Employment Plan (IEP)

- Establish an initial goal of unsubsidized employment for all participants.
- Update the IEP at least as frequently as assessments occur (at least twice per 12-month period).
- Modify the IEP as necessary to reflect other approaches to self-sufficiency, if it becomes clear to the program staff and participant that unsubsidized employment is not feasible.
- For participants who will reach the individual durational limit or would not otherwise achieve unsubsidized employment, include a provision in the IEP to transition to other services.
- (NA) Rotate participants to a new host agency (or a different assignment within the current host agency) based on a rotation policy approved by DOL in the grant agreement and only when an individualized determination determines that the rotation is in the best interest of the participant. Such rotation must further the acquisition of skills listed in the IEP.

Community Service Assignment (CSA)

- Base the initial CSA on the assessment done at enrollment.
- Select as host agencies only designated IRS 501(c) (3) organizations or public agencies.
- Put in place procedures to ensure adequate supervision of participants at host agencies.
- Ensure safe and healthy working conditions at CSA through annual monitoring

Recertification of Participants

- Recertify the income eligibility of each participant at least once every 12 months, or more frequently if circumstances warrant.

Physical Examinations

- Offer physical examinations to participants upon program entry, and each year thereafter, as a benefit of enrollment.
- Obtain a written waiver from each participant who declines to have a physical examination.
- Does not obtain a copy or use the results of the physical examination to establish eligibility or for any other purpose.

R
11/20/14

NH Department of Resources and Economic Development

Host Agencies

- Develop and implement methods for recruiting new host agencies to provide a variety of training options that will enable participants to increase their skill level and transition to unsubsidized employment.

Maintenance of Effort:

- Ensure that CSAs do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. Grantees must specifically ensure that CSAs do not:
 - displace currently-employed workers (including partial displacement, such as a reduction in non-overtime work, wages, or employment benefits).
 - impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
 - assign or continue to assign a participant to perform the same work, or substantially the same work, as that performed by an individual who is on layoff.

Orientation

- Provide orientations for its participants *and* host agencies, including information on:

Program Overview

- Project goals and objectives
- CSAs
- Training opportunities
- Available supportive services
- Availability of free physical examinations
- Participant rights and responsibilities
- Host agencies
- Local staff must address the topics listed above and provide sufficient orientation to applicants and participants on:
 - SCSEP goals and objectives
 - Grantee and local project roles, policies, and procedures
 - Documentation requirements
 - Holiday and sick leave
 - Assessment process
 - Development and implementation of IEPs
 - Evaluation of participant progress
 - Health and safety issues related to each participants' assignment
 - Role of supervisors and host agencies
 - Maximum individual duration policy, including the possibility of waiver, if

A-R
11/20/14

NH Department of Resources and Economic Development

applicable

- Termination policy
- Grievance procedures

Wages

- Provide participants with the highest applicable required wage (the highest of the Federal, state, or local minimum wage) for time spent while in orientation, training and community service assignment.

Participant Benefits

- Provide workers' compensation and other benefits required by state or Federal law, and the costs of physical examinations.
- Establish written policies relating to compensation for scheduled work hours during which the participant's host agency is closed for Federal holidays.
- Establish written policies relating to approved breaks in participation and any necessary sick leave that is not part of an accumulated sick leave program.
- Do not use grant funds to pay the cost of pension benefits, annual leave, accumulated sick leave, or bonuses.

Procedures for Payroll and Workers' Compensation

- Make all required payments for participant payroll and pay workers' compensation premiums on a timely basis.
- Ensure that host agencies do not pay workers' compensation costs for participants.

Durational Limits

Maximum Average Project Duration – 27 Months

- Maintain average project duration of 27 months or less, unless ETA approves an extension to 36 months.

Maximum Individual Participant Duration – 48 Months

- Allow participants to participate in the program no longer than 48 months (whether or not consecutively) unless the grantee's approved policy allows for an extension of time and the participant meets the extension criteria.
- Notify participants of its policy pertaining to the maximum duration requirement, including the possibility of an extension, if applicable, at the time of enrollment and each year thereafter, and whenever ETA has approved a change of policy.
- Provide 30-day written notice to participants prior to durational limit exit from the program.

AS
11/20/14

NH Department of Resources and Economic Development

Transition Services

- Develop a system to transition participants to unsubsidized employment or other assistance before each participant's maximum enrollment duration has expired.

Termination Procedures

- Provide a 30-day written notice for all terminations that states the reason for termination and informs the participants of grievance procedures and right to appeal.

Written Termination Policies

Maintain written termination policies in effect and provide to participants at enrollment for:

- Provision of false eligibility information by participant
- Incorrect initial eligibility determination at enrollment
- Income ineligibility determined at recertification
- Participant has reached individual durational limit
- Participant has become employed while enrolled
- Cause (a for-cause termination policy must be approved by the ETA prior to implementation)
- IEP-related termination (IEP terminations are based solely on a participant's refusal to accept a reasonable number of job offers or referrals to unsubsidized employment, or refusal to conduct a reasonable search for employment, consistent with their IEP, unless there are extenuating circumstances).

Equitable Distribution

- Comply with the equitable distribution (ED) plan for each state in which grantee operates and only make changes in the location of authorized positions within a state in accordance with the state ED plan and with prior ETA approval.
- Comply with the authorized position allocations /ED listed in www.scseped.org in order to equitably serve participants.
- Collaborate on a state-by-state basis with all grantees authorized to serve in each state to achieve compliance with authorized positions while minimizing disruption to the participants.

Over-Enrollment

- Manage over-enrollment to minimize impact on participants and avoid layoffs.

Administrative Systems

- Ensure representation at all ETA-sponsored required grantee meetings.
- Communicate grant policy, data collection, and performance developments and directives to staff, sub-recipients, and local project operators on a regular basis.

R-S
11/20/14

NH Department of Resources and Economic Development

- Develop a written monitoring tool that lists items the grantee will review during monitoring visits, and provides this tool to sub-recipients and local project operators.
- Develop an annual monitoring schedule, unless the FPO approves a different standard; notify sub-recipients and local project operators of monitoring plans; and monitor sub-recipients and local project operators on a regular basis.
- Develop and provide training to increase sub-recipients' and local project operators' skills, knowledge, and abilities.
- When appropriate, prescribe corrective action and follow-up procedures for sub-recipients and local project operators to ensure that identified problems are remedied.
- Monitor the financial systems and expenditures, including sub-recipients and local project operators on a regular basis to ensure compliance with cost allocations as specified in the regulations.
- Ensure that sub-recipients and local project operators receive adequate resources to effectively operate local projects.
- Train sub-recipients and local project operators on SCSEP financial requirements to help them effectively manage their own expenditures, and provide general financial training as needed.
- Ensure that all financial reports are accurate and submit them in a timely manner, as required.
- Ensure full implementation and monitoring of requirements for customer satisfaction surveys, including participant, host agency and employer surveys.
- Develop a written plan for both disaster response and recovery so SCSEP may continue to operate and provide services.

Collaboration and Leveraged Resources

- Collaborate with other organizations to maximize opportunities for participants to obtain workforce development, education, and supportive services to help them move into unsubsidized employment. These organizations may include but are not limited to: workforce investment boards, American Job Centers (One-Stop Career Centers), vocational rehabilitation providers, disability networks, basic education and literacy providers, and community colleges.

Supportive Services

- Provide supportive services, as needed, to help participants participate in their community service assignment and to obtain and retain unsubsidized employment.
- Establish criteria to assess the need for supportive services and to determine when participants will receive supportive services, including after obtaining unsubsidized employment.

RR
11/20/14

NH Department of Resources and Economic Development

Sub-Recipient Selection (If Applicable)

- In selecting sub-recipients in areas with a substantial population of individuals with barriers to employment, national grantees should give special consideration to organizations with demonstrated expertise in serving individuals with barriers to employment (including former recipients of national grants), as defined in the statute.

Complaint Resolution

- Establish and use written grievance procedures for complaint resolution for applicants, employees, sub-recipients, and participants.
- Provide applicants, employees, sub-recipients, and participants with a copy of the grievance policy and procedures.

Maintenance of Files and Privacy Information

- Maintain participant files for three program years after the program year in which the participant received his/her final follow-up activity.
- Ensure that all participant records are securely stored by grantee or sub-recipient and access is limited to appropriate staff in order to safeguard personal identifying information.
- Ensure that all participant medical records are securely stored separately by grantee or sub-recipient from all other participant records and access is limited to authorized staff for authorized purposes.
- Establish safeguards to preclude tampering with electronic media, *e.g.*, personal identification numbers (PINs) and SPARQ logins.
- Ensure that the ETA/SCSEP national office is immediately notified by grantee in the event of any potential security breach of personal identifying information, whether electronic files, paper files, or equipment are involved.
- Comply with and ensure that authorized users under its grant comply with all SPARQ access and security rules.

Documentation

- Maintain documentation of waivers of physical examinations by participant.
- Maintain documentation of the provision of complaint procedures to participants.
- Maintain documentation of eligibility determinations and re-certifications.
- Maintain documentations of terminations and reasons for termination.
- Maintain records of grievances and outcomes.
- Maintain records required for data validation.
- Maintain documentation of monitoring reports for sub-recipients and host agencies.


11/20/14

NH Department of Resources and Economic Development

Data Collection and Reporting

- Ensure the collection and reporting of all SCSEP required data according to specified time schedules.
- Ensure the use of the OMB-approved SCSEP data collection forms and the SCSEP Internet data collection and evaluation system, SPARQ.
- Ensure at the grantee or sub-recipient level that those capturing and recording data are familiar with the latest instructions for data collection, including ETA administrative issuances, *e.g.*, TEGs, the Data Collection and Data Validation Handbooks, and Internet postings on the Ask the Experts and SCSEP-Help Web sites. (See olderworkers.workforce3one.org)
- Ensure data are entered directly into the WDCS/SPARQ.
- Legally obligate sub-recipients to turn over complete data files in the specified electronic format, as well as hard copy case files, to the grantee when sub-recipients cease to administer SCSEP.
- Legally obligate new sub-recipients to enter complete data related to any participants whom they acquire upon becoming sub-recipients, including any participants who are still in the follow-up period.

By checking the boxes above, I certify that my organization will comply with each of the listed requirements and will remain in compliance for the program year for which we are submitting this application.



Signature of Authorized Representative

Ralph Littlefield, Executive Director
Community Action Program Belknap-Merrimack Counties, Inc.

11/20/14

Date


RL
11/20/14

EXHIBIT L

WIA/WIOA ASSURANCES AND CERTIFICATIONS- 2015

In addition to the SCSEP specific assurances and certification the contractor assures and certifies that they will comply with applicable WIA assurances and/or its successor WIOA once it is fully implemented:

1. WIA Statute: The Workforce Investment Act of 1998, Public Law 105-220, is incorporated herein as if fully written.
2. WIA Regulations: Title 20 Code of Federal Regulations (CFR), Part 652 et al, Workforce Investment Act (WIA); Final Rules dated August 11, 2000.
3. Federal Standards and Uniform Administrative Requirements for State and Local Governments, Institutions of Higher Education and Other Non-Profit Organizations Title 29 CFR, Parts 95 or 97, and OMB Circulars A-21, A-87, or A-122.

In addition, all procurement contracts and other transactions must be conducted only on a cost reimbursement basis. No provision for profit is allowed. A modified cost reimbursement process, which allows for regular estimated payments, is permitted as long as a reconciliation of expenses and cash drawn is conducted no less frequently than quarterly.

4. WIA State Policy - All the terms and conditions of its contract with DRED and the State of New Hampshire Unified Workforce Development Plan as said plan applies to the program services provided by the sub-recipient/contractor are by this reference incorporated herein as if fully written.

Further the sub-recipient/contractor shall abide by and follow the directions of the WIA Policy and Procedures developed by DRED as issued and/or all subsequent WIA Policy and Procedure revisions and modifications thereto.

Hereinafter, the term "WIA Policy" is inclusive of the contract, plan and policies and procedures previously mentioned, unless otherwise specified.

5. Conflict - In the event that a term or condition of this contract is incompatible with WIA authorizing legislation, applicable Federal Regulations, and State Policy, then the terms of WIA shall supersede that term or condition and govern the performance of the parties under that part.
6. Amendments -The sub-recipient/contractor further assures and certifies that if the Federal Regulations or State Policy is amended, it shall comply with same or notify DRED in writing within 15 days after promulgation of the amendments that it cannot so comply, so that DRED may take such action as it deems necessary.

It is the responsibility of DRED to notify the sub-recipient/contractor in writing of any proposed or promulgated amendments of the Act, Federal Regulations, or State Policy to allow the sub-recipient/contractor a reasonable time to effect compliance.

R-9
11/20/14

7. Other Applicable Statutes -The sub-recipient/contractor shall comply with the provisions of:
- 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements
 - OMB "Super Circular" Audits of States, Local Governments and Non-Profit Organizations
 - The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327,42 U.S.C 12101-12213 and 47 U.S.C 225 and 611)
 - Hatch Act (5 U.S.C. Subsection 1501 -1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
 - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L.91-616)
 - Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32)
 - Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686)
 - The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 101-61 07) Title VI of the Civil Rights Act of 1964 (P.L. 88-352 / 29 CFR Part 31)
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)as amended
 - Davis-Bacon Act (40 U.S.C. Subsection 276a to 276a-7) regarding labor standards for federally assisted construction sub- agreements
 - Copeland Act (40 U.S.C. Subsection 276C and 18 U.S.C. Subsection 874) regarding labor standards for federally assisted construction sub-agreements
 - Contract Work Hours and Safety Standards Act (40 U.S.C. Subsections 327-333) regarding labor standards for federally assisted construction sub-agreements
 - Occupational Safety and Health Act, including State and Federal law which are applicable to similarly employed employees of the same employer who are not participants in programs under WIA.
 - Implementation of the Priority of Service provisions of the Jobs For Veterans Act (73 fed. Reg. 78132)
8. Political Activities - The sub-recipient/contractor shall not provide financial assistance for any program under this Act, which involves the following political activities:

No participant may engage in any political activities during hours for which the participant is paid with funds under the Act.

No participant may, at any time, engage in any political activities in which such participant represents himself/herself as a spokesperson of any program under this Act.

No participant may be employed or out stationed in the Office of a member of Congress, of a state or local legislator or on any staff of a legislative committee.

No participant may be employed or out stationed in the immediate office of any chief-elected executive official (or officials, if the office of chief executive is shared by more than one person) of the State or unit of general local government, except that:

DL
11/20/14

- Sub-recipient/contractors in rural areas may employ participants in such positions provided that documentation is presented to and approved by DRED which makes clear that such positions are non-political; and
- Where positions are technically in such office, but are actually program activities not in any way involved in political functions, documentation attesting to the non-political nature of the position is to be provided to DRED for approval prior to enrollment of participants in such positions.
- Sub-recipient/contractors shall develop safeguards to ensure that participants placed in these positions are not involved in political activities.

9. Nepotism - No individual may be placed in a WIA employment activity if a member of his/her immediate family is engaged in an administrative capacity for the employment agency.

To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement shall be followed.

"Administrative capacity" includes those persons who have overall administrative responsibility for a program, including: all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, as well as other officials who have influence or control over the administration of the program, such as project directors, and persons who have selection, hiring, placement or supervisory responsibilities for participants.

"Immediate family" means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent and step-children.

10. Political Patronage - The sub-recipient/contractor shall not select, promote, or reject a participant, vendor, or sub-recipient/contractor based on political affiliations or belief. The selection or advancement of employees as a reward for political services or as a form of political patronage is prohibited whether or not the political service or patronage is partisan in nature.

11. Conflicts of Interest - The sub-recipient/contractor shall be aware of, and abide by, any and all conflict of interest policies currently in place, or later established by DRED.

12. Kickbacks - No officer, employee, or agent of any sub-recipient/contractor shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential participant or any of its potential sub-sub-recipient/contractors.

13. Unionization and Anti-unionization Activities/Work Stoppages -

- No funds under the Act shall be used in any way to either promote or oppose unionization.
- No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.


11/20/14

- No participant may be referred to or placed into, or remain working in any position which is affected by labor disputes involving work stoppage. If such a work stoppage occurs during the grant period, participants in affected positions must: (a) be relocated to positions not affected by the dispute; (b) be suspended through administrative leave; or (c) where participants belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. The sub-recipient/contractor shall make every effort to relocate participants, who wish to remain working, into suitable positions unaffected by the work stoppage.

14. Fees - No funds under this Act shall be used for payment of a fee charged to an individual for the placement of that individual in a training or employment program under the Act. The sub-recipient/contractor shall not charge a fee to any individual for the referral or placement of that individual in any program.
15. Consultation with Labor Organizations - Any assistance program conducted with funds made available under this Act which will provide services to a substantial number of members of a labor organization shall be established only after full consultation with such labor organizations.
16. Displacement Funds - provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

WIA participants will not be enrolled in employment activities which violate existing contracts for services or collective bargaining agreements. Where an employment activity would violate a collective bargaining agreement, the affected labor organization and employer must provide written concurrence before the employer activity can be undertaken.

No participant shall be employed or a job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job within the same organizational unit, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.

No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

Regular employees or program participants alleging displacement may file a complaint.

17. Financial Management - GAAP shall be used, or in absence of such system, the sub-recipient/contractor shall maintain a financial and accounting system that provides adequate internal controls and records to allow DRED, USDOL, State auditors, etc. to audit and monitor the sub-recipient/contractor's programs.
 - Bank accounts shall have FDIC coverage.

RR
11/20/14

- Funding advances are discouraged. Cost reimbursement is the preferred method. However, should advances be approved, minimal time between fund requests and expenditures shall exist, and in NO event shall advances exceed 10% of sub-recipient/contractor's contract.
- All grant expenditures shall be supported with source documentation such as cancelled checks, invoices, etc. Sufficient internal controls shall exist to prevent fraud and program abuse.
- Any person with knowledge of fraud, abuse, or criminal activity shall report such activity to DRED within three(3) working days of obtaining such knowledge.

18. Program Income - The addition method shall be required for use of all program income earned under WIA grants.

The cost of generating program income shall be subtracted from the amount earned to establish the amount of the program income available for use under the grants.

19. Record Retention - The sub-recipient/contractor shall retain all records pertinent to the grant including participant, employee, financial, statistical, and non-expendable property records and supporting documents for a period of three years beginning on the date of the sub-recipient/contractor's submission of the final report to DRED, or for up to six years if selected for Data Validation review.

If, prior to the expiration of the three-year retention period, any litigation or audit is begun or a claim is instituted involving the grant covered by the records, the sub-recipient/contractor shall retain the records beyond the three-year period until the litigation, audit findings, or claim has been finally resolved;

Upon written request of DRED, records with long-term retention value (beyond the six-year period) shall be transferred to DRED;

The sub-recipient/contractor shall carry out the destruction or disposal of any or all documentation, in a manner so as to preserve the confidentiality of said material;

Records including books of account for the expenditure of WIA funds to enable DRED, the State, or USDOL to audit and monitor the program.

Records concerning each employee and participant involved in a WIA program. Records shall provide information required by DRED and outlined in the contract.

The sub-recipient/contractor shall observe the Federal and State regulatory policies regarding public access to records and confidentiality of personnel records maintained for a program under this grant.

20. Title to Property - Title to any and all real or non-expendable personal property received or acquired by the sub-recipient/contractor under this grant or through use of funds or proceeds from funds provided under this grant are subject to the terms and conditions of use and disposition as set forth in 29 CFR, Part 97, Subsections 97.31 and 97.32 through 97.34 and State surplus property regulations.

R-9
11/20/14

21. Relocations - The sub-recipient/contractor shall not use funds under the Act to assist in relocating establishments, or parts thereof, from one area to another unless such relocations will not result in an increase in unemployment in the area of original location or in any other area.
22. Program Management - The sub-recipient/contractor shall monitor its programs monthly.

Written policies and procedures shall be established, implemented, in effect, and followed.

Policies shall include procedures for collecting performance information, assessing performance problems, developing and implementing appropriate remedial actions, and shall provide descriptions of each activity and service provided under the contract.

Sufficient management systems shall exist to provide regular and continuous assessment and monitoring of all program and fiscal systems covered under the contract, as well as grievance and hearing procedures. Monitoring shall ensure compliance with the Act, federal regulations, state policy, and any subsequent amendments thereto, and shall assessments include any and all subcontractors. Sub-recipient/contract shall take appropriate corrective actions on any of the above issues, if necessary.

Between regularly scheduled reporting dates, written notification of problems, delays, or other adverse conditions which, may materially affect contract performance shall be submitted to DRED. Such notification shall include a statement of remedial actions taken or contemplated, and any assistance needed from DRED to resolve the situation. Should favorable developments or events occur, such information shall also be submitted to DRED.

The sub-recipient/contractor shall fully cooperate with authorized DRED and Federal representatives who visit to review program accomplishments and/or provide technical assistance.

23. DRED Monitoring and Evaluation of Sub-recipient/contractors - DRED will periodically monitor I evaluate and review through on-site visits, and program administration and management practices supported with funds under the Act in order to ensure compliance with the Act, the Regulations and the terms of any subcontracts entered into under the contract. Examples of monitored areas are:

- Reviewing all systems for controlling program administration
- Reviewing pay records and attendance reports to ensure controls are established for preventing unauthorized payments
- Interviewing participants
- Examining work sites and work conditions
- Reviewing plans and procedures and sub-recipient/contractor capability to carry out programs and activities
- Monitoring sub-recipient/contractor maintenance of records on all expenditures of funds
- Reviewing EEO procedures as applicable
- DRED will document its findings and make recommendations for corrective action whenever it identifies noncompliance with the Act Regulations, or terms of the contract.
- The sub-recipient/contractor shall review all material submitted to it by DRED and respond to DRED with respect to the action taken or planned in response to the recommendations made.

RQ
11/20/14

24. Sub-recipient/Contractor monitoring - The sub-recipient/contractor is responsible for monitoring all of its subcontractors to ensure compliance with:

- The Act and the Regulations
- The provisions of its contract
- The provisions of agreements awarded by it

All monitoring activities shall be appropriately documented and reported to DRED.

25. Bonding Sub-recipient/contract shall show evidence of a bond (or self-insured status) for every officer, director, agent, or employee of the sub-recipient/contractor or its sub- sub-recipient/contractors, if any, authorized to act on behalf of the sub-recipient/contractor or its sub-sub-recipient/contractors for the purpose of receiving or depositing funds into program accounts, or issuing financial documents, checks, or other instruments of payments for program costs. The amount of the coverage shall be \$100,000.00.

26. Eligibility The sub-recipient/contractor shall establish effective systems to ensure accurate participant eligibility review determinations exist. Changes in eligibility status may only be done by designated eligibility staff.

27. Assessment - Once enrolled, the sub-recipient/contractor shall make or have made a more detailed assessment for each participant. Specific assessment requirements are outlined in the contract body.

28. Participants Rights and Benefits Every participant, prior to entering a WIA activity shall be informed of that individual's rights and benefits in connection with the activity including but not limited to:

- Working conditions; Nondiscrimination;
- Confidentiality of personnel participant information;
- Personnel policies applicable to the individual participant's circumstances;
- The WIA complaint and Hearing Procedure: and if the participant is still active in a partners' services, the sub- recipient/contractor must provide information pertinent to the complaint to DRED, and attend and testify on behalf of DRED at the fair hearing if so requested; and
- The complaint procedures provided by the sub-recipient/contractor. (O.J.T. participants will first follow specific complaint hearing procedures of their employers.)

29. Termination - Nothing in this section shall restrict a sub-recipient/contractor from effecting terminations for cause, or from effecting suspensions or transfers; under such terms and conditions determined appropriate under the Policy and/or directions of DRED. If a participant is being terminated involuntarily and for cause other than completion of program intent, the sub-recipient/contractor shall provide the participant with written notice of the impending termination from his/her particular program activity or from the total WIA program and a contact person for questions and further information at least two (2) weeks prior to the effective date of termination. A dated copy of the notice shall be maintained in the participant's file. The sub-recipient/contractor will cooperate in assisting DRED staff in conciliation if so warranted.

30. Payment of Wages - Participants in On-the-Job Training shall be compensated by the employer at such rates, including periodic increases, as are reasonable, considering such factors as industry, geographic region and the participant's skills. In no event shall the wage rate be less than the highest of the following:

- The minimum wage rate specified in section (6) (a) (1) of the Fair Labor Standards Act;
- The prevailing wage rate for persons similarly employed;
- The minimum entrance wage rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance wage rate for the occupation in other establishments in the area;
- The wage rate required by an applicable collective bargaining agreement; or
- The prevailing wage rate established by the Department of Labor in accordance with the Davis-Bacon Act

31. Working Conditions - Each participant shall be assured that: Conditions of employment and training shall be appropriate and reasonable, in light of such factors as the type of work, geographical region and proficiency of the participant;

No participant shall be required or permitted to be trained or receive services in buildings or surroundings or under work conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety. The sub-recipient/contractor agrees to abide by all relevant Federal and State "Safety" laws. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices;

All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work; and;

No funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.

32. Confidential Information - Where possible, the identity of any person who has furnished information relating to, or assisted in, an investigation of a possible violation of the Act will be held in confidence. Where the disclosure of the person's identity is essential to assure a fair determination of the issues or where necessary to effectively accomplish responsibilities under the Act, the Inspector General, the Solicitor, Regional Administrator for WIA, the Administrative Law Judge, New Hampshire State Judiciary or DRED Hearing Officer presiding over a hearing in which the matter arises, may disclose such identity upon such conditions as shall promote the continued receipt of confidential information by DRED and effectuate the protection and policies of the Act. No person is entitled under the Act, the Regulations, or terms and conditions of this grant because such person has filed any complaint instituted or caused to be instituted and proceeding under or related to the Act, has testified or is to testify in any such proceedings or investigation or has provided information or assisted in an investigation.

33. Access to Records/Audits - All WIA records shall be accessible to authorized Federal and State staff. Further, if subject to an audit performed under the guidelines of Federal Office of Management and Budget Circular A-133, such audit shall include any and all funds provided by DRED to sub-recipient/contractor during the period of time covered by such audit. Sub-recipient/contractor


11/20/14

assures that a copy of the final audit which pertains to such funds shall be forwarded to DRED within thirty (30) days following the final audit's issuance date.

34. Sanctions - In the event of noncompliance with the contract or these Assurances, DRED may, with written notice to the sub-recipient/contractor stating the reasons therefore, immediately terminate, suspend or transfer all or part of the funding provided under this contract or take action, or direct such other action be taken by the sub-recipient/contractor, pertaining to program or financial operations as DRED deems necessary. If the sub-recipient/contractor has been found to be in violation of the non-discrimination and/or equal opportunity provisions of WIA, DRED shall follow their policy, based on the administrative procedures set forth in 29 CFR part 37.
35. Reimbursement to DRED - The sub-recipient/contractor shall be responsible for refund, repayment, and reimbursement for funds under the following conditions:
- When any or all monies provided under this contract or under any previous contract have been expended by the sub-recipient/contractor in a manner or for a purpose determined by DRED as a result of audit or monitoring to be in violation of the provisions of the contract, Act, Federal Regulation, or State Policy, such sum shall be due and owing to DRED and shall be repaid to DRED immediately, upon demand, from non-federal funds; and
 - When any cost charged to or any expenditure of, funds or proceeds of funds provided under this contract or under previous contract is not supported, documented or otherwise accounted for by the sub-recipient/contractor as required by the contract, Act, Federal Regulations, or State Policy, and is determined by DRED not to be an allowable or allocable cost or expenditure, such sum shall be due and owing DRED and shall be repaid to DRED immediately, upon demand, from non-federal funds.
36. Additional Standards - DRED may, in lieu but not to the exclusion of suspension or termination, or transfer, impose additional standards of performance on the sub-recipient/contractor if DRED determines on the basis of monitoring, audits or evaluation, that the sub-recipient/contractor has a history of poor performance; is not financially stable; or has a management system which does not meet DRED standards as set forth in this contract.

A meeting between DRED and the sub-recipient/contractor will occur for discussion of DRED's concerns regarding the sub-recipient/contractor's performance before DRED imposes additional standards of performance upon the sub-recipient/contractor.

In imposing additional standards of performance, DRED shall notify the sub-recipient/contractor of the additional standards imposed; an explanation as to why the standards are needed; and any corrective actions which must be taken by the sub-recipient/contractor to have the additional standards removed.

37. Cessation or Transfer of Activities - In the event of notification to the sub-recipient/contractor of termination, suspension or transfer by DRED, the sub-recipient/contractor shall, at the direction of DRED, immediately cease and desist from any and all expenditure, commitment or encumbrance of any and all monies received by the sub-recipient/contractor under this or any


11/20/14

previous contract with DRED. Any monies so received by this sub- recipient/contractor and remaining at the time of termination, suspension or transfer shall be immediately refunded or otherwise disposed of by the sub-recipient/contractor in accordance with the directions of DRED.

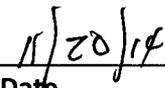
In the event of termination, suspension or transfer, the sub-recipient/contractor warrants that it will fully cooperate with and provide all reasonable assistance to DRED in effecting or maintaining continuity of services to participants, including, but not limited to, the efficient and orderly transfer of services, benefits, funds, and administration of programs and activities to such other parties or organizations as directed by DRED.

To the extent that reasonable and allowable expenses are incurred after the cessation of the contract in effecting and maintaining continuity of participant services as above described and there having been no funding already provided to cover these expenses by DRED the sub-recipient/contractor shall be reimbursed for those expenses.

By signing below, I certify that Community Action Program Belknap-Merrimack Counties, Inc. currently complies with each of the listed requirements and will remain in compliance for the duration of the contract period.



Signature of Authorized Representative
Ralph Littlefield, Executive Director



Date



New Hampshire Department of Resources and Economic Development
Office of Workforce Opportunity - SCSEP

Exhibit M

Security Rules for SPARQ Users

The Department of Labor provides the SCSEP Performance and Results QPR (SPARQ) system to you subject to the following Security Rules. This policy may be updated periodically without notice. Any updates to the policy shall be effective immediately when posted. The most current version of this policy is available by clicking the Security Rules link on the SPARQ home page. This system is provided and operated by the United States Government. Following are the rules of behavior that users must adhere to when using SPARQ:

Unauthorized access or use of the system for any purpose other than official government business is punishable by a fine, imprisonment, or both. Your use of the system may be monitored (18 U.S. Code 1030).

You are entirely responsible for any and all activities that occur under your system account on the Web site.

Unauthorized attempts to upload information or change information on this Web site are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act of 1996.

Only authorized users are allowed access to SPARQ data.

Data (printed or non-printed) must not be divulged to any individual who is not specifically authorized to receive such information.

Sharing user login information – i.e., your username and password – is strictly prohibited. You must take the necessary steps to ensure that others do not use your account to gain unauthorized access to this system.

Data must not be tampered with, changed, deleted, or altered unless the user is authorized to do so.

Data must not be disclosed without proper authorization from the management of the Office of Workforce Investment.

SPARQ may not be used to collect personal information (e.g., for mass mailing) or to conduct personal business without the consent of the U.S. Department of Labor. You are not allowed to use SPARQ to send commercial messages (e.g., advertisements) or unsolicited bulk emails (e.g., informational announcements such as loss of family notices).

Posting material or information that is unlawful or inappropriate, such as obscene materials, inappropriate content, or inappropriate language, on this site is prohibited. Users will be held solely responsible for any information posted and published to this Web site that is in violation

RQ
11/20/14

New Hampshire Department of Resources and Economic Development
Office of Workforce Opportunity - SCSEP

of this policy. Users shall be held responsible for ensuring that any information or content posted/published is in fact appropriate for the intended recipient(s).

Any fraudulent activities, including illegally using someone else's account, posting system messages, or e-mailing customers for personal gain or concerns, is prohibited.

SPARQ may not be used to breach the security of any system user or to gain access to another person's (internal or external) computer, software, or data.

SPARQ may not be used in any attempt to circumvent the system authentication or security of any account, network, or host. Please note that this would include, but is not limited to, accessing data that is not intended for your information, logging into a server or account to which you are not authorized to gain access, or probing the security of other networks.

Using tools to compromise system security of SPARQ, such as password-guessing programs, cracking or packet sniffing tools, or any network probing tools, is strictly prohibited, and legal action may be taken against you if you use such tools.

Any attempt to disrupt or deny operation of SPARQ is strictly prohibited. Transmitting viruses, via e-mail or otherwise, when using this system is not allowed. It is prohibited to sell any of the data or information gained from SPARQ.

Users shall be responsible for notifying DOL's Office of Workforce Investment immediately of any unauthorized use of their account or any other breach of security in regards to these policies. DOL will investigate any and all suspected violations of these policies and reserves the right to take corrective or legal action against the violator. If an investigation is warranted, a user's account access may be disabled. As a system user, you are responsible for ensuring that your use of the system complies with the stated policies. **Any system user who does not agree to be bound by these policies should immediately discontinue use of this system and should notify DOL's Office of Workforce Investment.**

The rules outlined here must be followed by all system users of SPARQ. Any abuse of these policies may be punishable by law. Questions regarding complaints, violations, or the requirements of this policy may be directed to Ann Maize (maize.ann@dol.gov) for appropriate handling and resolution.

The Department of Labor, Employment and Training Administration, Office of Information Systems and Technology's Security Officer is responsible for supporting and enforcing the established policies set forth in these Security Rules. The policies set forth in the Security Rules have been put in place to protect SPARQ users from the adverse impact that can result from intentional violations of the rules. If you believe you have been the victim of activities that are in violation of the rules, the Office of Information Systems and Technology will take appropriate action to investigate and attempt to resolve the alleged violation. You may report your concern or incident to this division at the DOL Security and Emergency Management Office (SecurityOffice.DOL@dol.gov). Please make sure you include the date and time of the incident, log files (if appropriate), examples or any other information that may be useful to the investigation and verification of the incident, as well as your name and phone number or e-mail address so this office can contact you directly.


11/2/14

New Hampshire Department of Resources and Economic Development
Office of Workforce Opportunity - SCSEP

DOL reserves the right to disable your account access without notice for violation of these policies.

Certification by User:

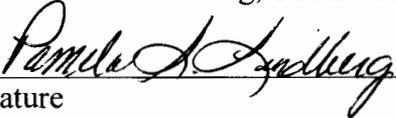
I hereby certify that I have received a copy of the Security Rules for SPARQ Users and understand that my access to SPARQ is conditional upon my compliance with these rules.

- Lisa Hazeltine, Workforce Development Program Director

Signature 

Date 11/20/14

- Pamela S. Lindberg, SCSEP Program Manager

Signature 

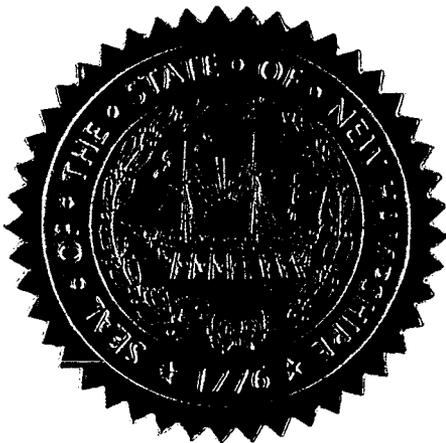
Date 11/20/14


11/20/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Action Program Belknap and Merrimack Counties, Inc. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of August A.D. 2014

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/12/2013, such authority to be in force and effect until 06/30/2019 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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

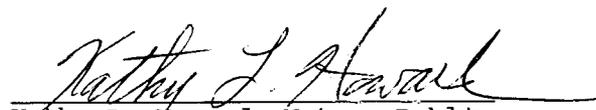
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 20th day of November, 20 14.


Secretary-Clerk

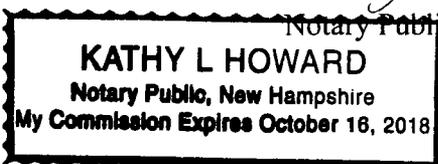
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 20th day of November, 2014, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:



COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

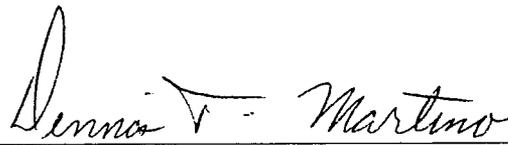
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division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

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

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

11/20/2014

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2014

PRODUCER (603)669-3218 FAX: (603)645-4331 Cross Insurance Laura Perrin 1100 Elm Street Manchester NH 03101	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Community Action Program Belknap-Merrimack Counties Inc. P.O. Box 1016 Concord NH 03302	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Arch Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: QBE</td> <td></td> </tr> <tr> <td>INSURER C: Hanover Insurance Co</td> <td>18058</td> </tr> <tr> <td>INSURER D: N.H.M.M. JUA</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company		INSURER B: QBE		INSURER C: Hanover Insurance Co	18058	INSURER D: N.H.M.M. JUA		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Arch Insurance Company													
INSURER B: QBE													
INSURER C: Hanover Insurance Co	18058												
INSURER D: N.H.M.M. JUA													
INSURER E:													

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	NCPKG02266000	6/17/2014	6/17/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	NCAUT0226600	6/17/2014	6/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY	NCUMB02266000	6/17/2014	6/17/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	QWC3000372	6/17/2014	6/17/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	(3a.) NH			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below	All officers included			E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Directors & Officers	PHSD727025	4/1/2014	4/1/2015	\$1,000,000
C	Blanket Crime	BDV1649128	3/27/2014	3/27/2015	500,000
D	Professional	NHJUA11882	12/30/2013	12/30/2014	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER NH Dept. of Resources and Economic Development Office of Workforce Opportunity 172 Pembroke Rd, PO Box 1856 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Laura Perrin/KS5 <i>Laura Perrin</i>
---	--

Effective 10/9/14

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

BOARD OF DIRECTORS

Sara A. Lewko, *President*
Human Resources Coordinator
Merrimack County Commissioners
333 Daniel Webster Highway, Suite 2
Boscawen, NH 03303
796-6856 (work-direct #)
796-6800 (work-gen. #) / 796-6841 (fax)
Sara@Merrimackcounty.net

Dennis Martino, *Secretary-Clerk*
4 Pinewood Drive
Contoocook, NH 03229
271-2793 (work) / 746-7506 (home)
Dennismartino@yahoo.com

Kathy Goode, *Treasurer*
22 Wilson Avenue
Concord, NH 03301
223-6915
khgoode@comcast.net

Heather Brown
10 Dow Lane
Center Barnstead, NH 03225
848-9660
jiggerpup@gmail.com

Nicolette Clark
120 Leavitt Road
Pittsfield, NH 03263
435-6516
injomundson@gmail.com

Susan Koerber
31 Stark Highway N.
Dunbarton, NH 03046
774-4512 (home)
skoerber@gsinet.net

Bill Johnson
53 Pinecrest Drive
Gilford, NH 03249
494-0482 (call cell 1st)
524-8949 (home)
527-8760 (fax)
Nanapop4@myfairpoint.net

Theresa M. Cromwell
18 Pine Street
Tilton, NH 03276
998-8218 (as of 5/10/12)
Tsdream6@yahoo.com

Andrea MacEachern
12 South Spring Street
Concord, NH 03301
1-253-678-8239
Andrea_macce@yahoo.com

David Siff
24 Montgomery Street
Concord, NH 03301-4311
sds6chapel@comcast.net

LISA MOYNIHAN-HAZELTINE

116 Woodland Avenue Gilford, New Hampshire 03249 (603)-524-9633

CAREER PROFILE

Experienced workforce development professional whose responsibilities have included operational management, staff training, administration and budgeting, motivation leadership, and decision making. Competent and knowledgeable in all areas of workforce development, with specific expertise in management activities. Qualified by:

- A proven record of success with progressively increasing responsibilities based upon experience, knowledge, vision and excellent work performance
- Excellent ability to interface both management and staff as well as individuals with diverse backgrounds and cultures
- Excellent communication, motivational, and time management skills and abilities
- Organizational skills, decisiveness in crisis situations, and adeptness in managing multiple tasks simultaneously
- Creativity in developing and implementing successful action plans
- Hands-on experience building cohesive and dedicated teams
- Computer literate in Windows 2010 and Microsoft Office

PROFESSIONAL EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Inc. Concord, NH 7/2000 - present

Workforce Development Director (8/06- present)

Monitored and evaluated program service delivery and provided technical assistance and training to ensure program policies and procedures are followed

Designed, planned, and implemented strategies to ensure annual budget, enrollment and performance goals were met

Developed and maintained grant funds for workforce programs and services

Workforce Development Coordinator (7/00 – 8/06)

Hired, trained, supervised and managed professional staff involved with intake, outreach, assessment and placement activities

Designed, planned, and implemented strategies to ensure annual budget and enrollment goals were met

Monitored and evaluated regional service delivery and provided technical assistance to enhance customer service and time management

New Hampshire Job Training Council, Concord, NH 10/1983 – 6/2000

Business Development Regional Manager (10/99 – 6/00)

- Promote business development and expansion in Merrimack and Sullivan Counties
- Provide resource information for financing, workforce issues and other business related issues

Adult Services Regional Coordinator (12/96 – 10/99)

Hired, trained, supervised and managed staff involved with intake, outreach, assessment and placement activities

Designed, planned, and implemented strategies to ensure annual budget and enrollment goals were met

Monitored and evaluated regional service delivery and provided technical assistance to enhance customer service and time management

Intake Coordinator (6/92 – 12/96)

Hired, trained, supervised and managed staff responsible for recruiting customers, determining eligibility and promoting JTPA programs

Updated and developed policies and procedures for program eligibility

Developed customer orientation and Intake Procedure Manual

Marketing Field Representative (3/89 – 6/92)

Monitored local labor market information and developed linkages with employers to facilitate job leads, identify employer training needs and initiated on-the-job training contracts.

Provided placement assistance to customers via job search, interviewing techniques, creating resumes and employer referrals

Intake Specialist (10/83 – 3/89)

Increased awareness of JTPA programs by providing customer orientation on program and procedures

Assisted customers in gathering financial documentation to determine eligibility

Identified social service needs of customers and made appropriate referrals

EDUCATION

Springfield College

Personal and Professional Development: NH Licensed Real Estate Agent, Certified Professional Resume Writer

PROFESSIONAL AFFILIATIONS

Leadership Lakes Region 2000

PAMELA S. LINDBERG

PO Box 95 ♦ Epsom, New Hampshire 03234 ♦ (603) 410-7604 (c) ♦ newenglandpsl@aol.com

PROFESSIONAL LEADERSHIP

Expertise: Training ... Communication ... Education

Accomplished educator and communicator with strong leadership skills. Demonstrated ability to enhance the communication skills and techniques of students, trainees and colleagues by presenting and training best communication practices. Strong talent for maximizing individual as well as group communication success. Recognized for exceptional verbal and written skills as well as maintaining professional focus and solid achievement in any work environment while performing a variety of tasks.

CAREER PROGRESSION

NEW HAMPSHIRE DEPARTMENT OF EDUCATION BUREAU OF SPECIAL EDUCATION - Concord, NH Program Specialist III

3 Years

- ♦ New Hampshire IEP Team Meeting Facilitation, Program Coordinator - trained IEP Team Meeting facilitators to maintain team's focus on the pre-determined IEP Team Meeting agenda while retaining a neutral stance with regard to meeting content.
- ♦ New Hampshire Technical Assistance Consultants (TAC), Program Coordinator - coordinated contracted Technical Assistance Consultants school district requests, assigned consultants and monitored services provided as well as supervised consultants.
- ♦ Additional duties - assigned project assignments.

NEW HAMPSHIRE DIVISION FOR CHILDREN YOUTH AND FAMILIES - STATE OFFICE - Concord, NH Program Specialist III

15 years

- ♦ Certified agencies, professional and programs to assist in meeting the services needs of New Hampshire's children and families.
- ♦ Created and maintained certification administrative rules, policies, provider monitoring manuals and application documents.
- ♦ Acted as liaison among agencies, professionals and the general public.
- ♦ Trained new DCYF and DJJS employees regarding utilization of Community Based Services certified providers as well as lead certified provider meetings.

NEW HAMPSHIRE STATE BOARD OF EDUCATION - Concord, NH Member, at large- served in tandem with NH DCYF employment

(5 years)

Appointed by Governor of New Hampshire to serve as a member of the State Board of Education.

- ♦ Acted in an advisory capacity with regard to overall department goals as well as reviewed and oversaw the implementation of administrative rules and policies for the New Hampshire education system.



- ◆ As a member of the State Board Committee on Assessment, assisted directly in the creation and implementation of NH Curriculum Frameworks as well as working with contracted vendor on the creation of New Hampshire based statewide academic testing.
- ◆ Per RSA 541-A, acted as an appeal board member for education related disputes, including several high profile cases.
- ◆ Appointed members to advisory bodies as provided by law. Traveled widely to multiple school districts in order to give on-site voice to communities and school districts.

KEENE STATE COLLEGE - Keene, NH

6 years

Speech Communication Lecturer

- ◆ Adjunct Lecturer responsible for teaching Principles of Communication, Fundamentals of Speech and Listening and Persuasion courses as well as guest lecturer for Advanced Public Speaking course.
- ◆ Academic Advisor to students with declared Speech-Communication majors as well as undeclared majors and appointed Freshman Orientation Advisor for incoming freshmen.
- ◆ Appointed by Department Faculty Chair to head Theater Arts, Speech and Film Peer Evaluation Committee charged with creating and implementing a peer evaluation process.
- ◆ Appointed by College President to serve as a member of the Keene State College Strategic Planning Committee charged with development and oversight of goals for college.
- ◆ Acted as Faculty Advisor for Delta Phi Epsilon sorority and participated as a member of the Keene State College Greek Advisory Council.

ANTIOCH NEW ENGLAND GRADUATE SCHOOL - Keene, NH

(2 years)

Speech Communication Lecturer-employed in tandem with Keene State College employment

- ◆ Adjunct Lecturer responsible for presenting professional presentations seminar designed to assist graduate students in developing a repertoire of techniques and skills necessary for the delivery of effective professional presentations.

EDUCATION, SPECIALIZED SKILLS AND TRAINING

EDUCATION

Master of Education, Curriculum and Instruction, Keene State College-
University of New Hampshire System, Keene, NH

Bachelor of Arts, Speech-Communication, North Carolina State University,
Raleigh, NC

Associate of Arts, Liberal Arts, Peace College, Raleigh, NC

SPECIALIZED STUDIES

University of North Carolina at Chapel Hill School of Journalism
Interdisciplinary General Studies, Chapel Hill, NC Summers

TECHNOLOGICAL SKILLS

MS Publisher, MS Word, MS Excel, MS PowerPoint, MS Access, MS Works, NH Bridges,
Adobe Reader, NHSEIS, knowledge of basic hardware functions and troubleshooting

REFERENCES AVAILABLE UPON REQUEST

Community Action Program Belknap-Merrimack Counties, Inc.

EXHIBIT C

Statement of Work

4.1 Organization/Agency Requirements

A. Community Action Program Belknap-Merrimack Counties, Inc. (CAPBMCI) has implemented processes, developed policies and provided program services consistent with the rules, public laws, public and federal regulations and statutory requirements of the Senior Community Service Employment Program (SCSEP). CAPBMCI has operated the SCSEP for over 23 years and maintains a solid record with no violations or disallowed costs.

B. CAPBMCI is confident based on our knowledge, experience and success operating the program that it has the organizational qualifications and established reputation to continue to carry out the direct service requirements as defined in Section 4.2.

C. CAPBMCI has the experience and demonstrated ability to:

- Maintain a bi-weekly payroll approved by NHDOL for over 500 employees including SCSEP participants.
 - Maintain a system to process Worker's Compensation (W/C) payments as required.
 - Verify need, approve and make payments of allowable support services.
 - Exceed the required 10% matching grant funds through cash or in-kind contributions.
 - Maintain active and exited participant records as well as data validation records in secured file cabinets for a period of up to six years.
 - Develop program and fiscal policies and procedures such as CAPBMCI Fiscal Procedures Manual and Participant & Host Agency Supervisor Handbook, to ensure federal and state goals, objectives, reporting and performance measures for SCSEP funds are met.
 - Achieve established performance goal outcomes confirmed by the SPARQ.
 - Deliver program information and services to applicants and participants on a timely basis.
 - Recruit, assess, and enroll eligible participants consistent with the annual established enrollment goals.
- Several CAPBMCI program practices were cited by USDOL representatives as "best practices" during their on-site visits in 2010 and 2012.
- Manage an effective financial system using the ORION Fund Accounting System for payroll, accounts payable & receivable and general ledger. The system has the ability to identify revenues and expenses by fund source and account essential to the planning, reviewing, monitoring and budget processes.
 - Employ the adequate number of trained staff to manage the delivery of SCSEP services in Belknap, Merrimack and Rockingham counties.

- Employ staff members who are thoroughly trained on all policies and procedures and the use of all approved forms in each phase of the SCSEP process including eligibility, assessment, IEP development, job development and placement.
- Maintain adequate computer equipment and internet access to ensure timely data entry of participant enrollment and case management information into SPARQ.
- Maintain participant records in a secure environment via locked file cabinets and password protected SPARQ.
- Staff is required to read/sign a confidentiality statement prohibiting the sharing of confidential information. Staff found in violation is subject to disciplinary action, up to and including dismissal.

4.2 Direct Service Requirements

1. Staff is skilled in the SCSEP eligibility criteria. Eligibility is approved by program manager and entered into (SPARQ) case management system. The WFD Director performs a 10% participant eligibility review to avoid incorrect determinations, data validation findings and disallowed costs.
2. Staff provides orientations to ensure participants understand the goals and requirements of the program.
3. Staff administers assessments to ensure effective training placements and assist in the development of the Individual Employment Plan (IEP) whenever circumstances warrant, but at least twice in each 12-month period.
4. Staff works with participant to develop the IEP which outlines benchmarks to meet employment goal. The IEP is updated regularly no less than twice a year to validate progress and document any modifications.
5. Staff consistently recruit and develop new host agency training sites to increase available opportunities.
6. Support Services policy approved by OWO and USDOL is in place.
7. Staff keeps abreast of training opportunities and assists with accessing training as needed and appropriate.
8. Staff utilize their knowledge of the labor market and developed networks to provide participants assistance in securing unsubsidized employment
9. Program Manager performs all follow-up services once a participant exits the program. Follow-up is conducted each month after exit to capture employment information and/or provide additional employment assistance or support services if deemed necessary.

(1) Knowledge of Economic Conditions for the Service Area - The Economic & Labor Market Information Bureau (ELMI) projects long-term growth in the three counties through 2020 will occur in health care, social assistance, administrative and waste management and construction in Merrimack and Rockingham.

Belknap County has a population of 60,206, 33% are age 55+; 10% age 65+has income below poverty level, and unemployment rate of 3.8%. Tourism and hospitality are the leading industries. Advanced manufacturing employment is prevalent in the Lakes Region with Titeflex, NH Ball Bearing, EFI, Eptam Plastics and Scotia Technologies all currently hiring. GI Plastik recently completed expansion of their Wolfeboro facility in June and will be adding to their workforce soon as a result.

Merrimack County has a population of 146,742, 28% is age 55+, 7.4% age 65+ has income below poverty level and unemployment rate of 3.8%. Service and manufacturing are the leading industries. Associated Grocers is currently seeking warehouse workers and Concord Litho, Warner Power, Pitco Frialator Inc. and Elektrisola are each hiring for multiple positons available within their respective companies.

Rockingham County has population of 29,872, 27% is age 55 +, 6% age 65+has income below poverty level and an unemployment rate of 4.9%. Hospitality and health care are the leading industries. Recent company expansions at FlexEnergy and Teledyne DGO in Portsmouth have resulted in job openings at both companies. Lindt USA continues the expansion of their facility in Stratham to increase production lines in order to meet company growth.

(2) Recruitment and Selection of Participants - CAPBMCI developed an extensive outreach plan resulting in successful recruitment of eligible participants, meeting/exceeding USDOL enrollment goals (See Attachment #8). Staff utilizes USDOL approved SCSEP Data Collection Forms and Data Collection Handbook, TEGl 12-06, and TEGl-11-13 to perform eligibility determination. CAPBMCI developed three additional documents to provide guidance and simplify the eligibility process for applicants. These documents have proven helpful when performing eligibility reviews, monitoring and annual data validation (See Attachment #9).

Once the documents and collection of required verification are complete, the eligibility packet is reviewed by Program Manager to ensure accuracy, certify eligibility and enter into SPARQ.

Enrollment priority is given to veterans and qualified spouses, individuals who are over 65, have a disability, have low literacy skills or limited English proficiency, reside in a rural area, are homeless or at risk of homelessness, have low employment prospects, or failed to find employment after using One-Stop services.

(3) Continued Eligibility for Enrollment in the SCSEP (20 CFR 641.505) - Participants are contacted 45 days prior to the anniversary of initial eligibility determination to schedule their annual eligibility re-certification. In the event they are found ineligible there is sufficient time to inform the host agency and provide the required 30-day written termination letter and provided with resources and referrals. Applicants on the waiting list undergo an eligibility review prior to enrollment to ensure they remain eligible for services.

(4) Physical Examinations (20 CFR 641.565(b)(ii)(A) and (B)) - Participants are offered at enrollment and annually thereafter at re-certification the opportunity to receive a physical exam. Participants are required to sign a document acknowledging acceptance or denial of the physical exam which is maintained in the participant file. Results of the exam are the property of the participant and will not be copied/given to staff.

(5) Orientation (20 CFR 641.535(a)(1)) - Participant orientations are conducted once a host-agency assignment occurs. Host agency orientations are conducted prior to the participant beginning the assignment. The purpose is to ensure participants, supervisors and all other staff involved with the participants training is clear on the responsibilities, program policies and procedures. Attendance is mandatory. Participants and host agency supervisors are provided a copy of the "Participant & Host Agency Supervisor Handbook" outlining the SCSEP

History & Goals, Priority of Service, Waiting List, Benefits, Safety / Workers Compensation, Accident Reporting, Maintenance of Effort, Supportive Services, Exit / Terminations, On-site Supervision, Training Hours, Time Sheets, Job Search, In-Kind Contributions, EO/Affirmative Action, Partisan Political Activities, Nondiscriminatory Treatment, Partisan Political Activities, Nepotism and Grievance / Appeal Procedures. Participants and supervisors sign an agreement acknowledging receipt of handbook and agreeing to terms outlined within. Copies are given to both and originals are maintained in the participant record.

(6) Assessment (20 CFR 641.535(a)(2)) - Participants complete a work history, self-assessment, Job Corps Reading, Brigance Math test and O*NET Interest Profiler at enrollment. Results are reviewed with participants and a discussion of employment interests/preferences, employment opportunities/trends, abilities, barriers, need for support services and program expectations assist with identifying a suitable training assignment.

At the time of host agency placement and two times per year thereafter, unless circumstances warrant more frequently, participants meets with staff to review host agency evaluations, job search logs and discuss skills attained, additional training needs, employment goals and update the Individual Employment Plan (IEP).

(7) Individual Employment Plan (IEP) (20 CFR 641.535(a)(3)) - The IEP is developed jointly with the participant utilizing information gathered through the assessment process and knowledge of the labor market. Timelines and action steps such as skills to be learned, short and long term goals, scheduled training sessions & workshops, submission of job applications as well as the need for support services are documented to provide guidance in their pursuit of employment. The IEP is updated twice per year or more if circumstances warrant.

(8) Assignment to Community Service Employment Activities in Host Agencies (20 CFR 641.535(a)(4)).

(a) Participants are placed in Community Service assignments of their own choosing based on their employment goals and will best meet the goals outlined in the IEP. Training is developed in accordance with local occupational needs. Training opportunities include but are not limited to clerical, warehouse worker/clerk, front desk clerk, activities aide, farm aide, library clerk, food preparation, child care, data entry, accounting assistant, pharmacy aid, recycling clerk, grounds / building maintenance, mail clerk and media specialist.

(b) Staff reviews participant work history and interests to identify suitable training assignments. To mirror the work search process, participants review available host agency job descriptions, choose 2-3 of interest, call to set up appointments, interview and accept the assignment that will best meet their training needs and employment goal. USDOL cited this during on-site visit as a "Best Practice".

(c) CAPBMCI has assigned three participants to the program office: one Administrative Assistant and two Employment Specialists. All program participants are mandated to follow program policies and procedures.

(d) Host agencies are selected based on their commitment to the goals and objectives of the SCSEP, ability to provide training and supervision, ability to provide a safe working environment, willingness to allow participants to attend training sessions, and are designated as a 501(c)(3) non-profit or public facility. Current

host agencies include hospitals, health care centers and nursing homes, libraries, recycling centers, housing developments, and state/federal agencies.

(e) Evaluations, monitoring and feedback from both participant and host agency supervisor provides program staff insight on the participants progress with training to ensure the steps and timelines outlined in the IEP are on target.

(f) Community Service activities are developed considering the local community employment needs. Training is designed to give the participant the experience, skills and knowledge necessary to obtain unsubsidized employment in the area in which they reside.

(g) Participants are placed in training assignments an average of 20 hours per week.

(h) Participants are paid minimum wage of \$7.25. Participants assigned to the program office are paid: Administrative Assistant - \$8.00 and Employment Specialist \$9.00 per hour (approved USDOL 12/2010).

(i) Time limits are not imposed on training assignments. Participant progress is monitored regularly through participant/host agency supervisor evaluations, feedback as well as quarterly monitoring to determine if a transfer to a new host site is necessary for the participant to acquire the skills outlined in the IEP.

(j) Evaluations, quarterly monitoring visits and continual feedback from participants and supervisors provide the assurance the participant is receiving supervision and training.

(k) Annual site safety inspections are conducted at each host agency. Issues and/or problems observed during the inspection will be noted and corrective measures with timeframes will be outlined in report issued to the host agency. Failure to address the corrective action within the specified time period will result in termination of the host agency agreement and re-assignment of all participants that are placed at the site.

(9) Participant Benefits (OAA sec. 502(c)(6)(A)(i) – In addition to Physical's described in #4, benefits are:

FICA – Federal Insurance Contributions Act tax – 7.65% of wages

Worker's Compensation – handled by a local insurance agent with agency premiums paid in 10 installments to ensure all policies are current. CAPBMCI has an annual W/C audit and participates in a risk management assessment to assist with controlling costs and implementing safety practices to reduce/avoid accidents.

Federal Holidays – The 10 Federal Holidays are observed. Participants receive compensation for the holiday when it falls on a regularly scheduled work day.

Necessary Sick Leave – Up to 20 hours of sick leave per program year prorated according to individual enrollment date. Participants are not paid for any unused portion of the sick leave when they exit the program.

(10) Other Training – Participants lack of computer skills present a challenge with job placement. In an effort to overcome the challenge we explored several options for low or no cost training. We recruited staff from CAPBMCI, NH Works and participants in Workplace Success to provide basic computer training to participants. USDOL Federal Review staff commended us on this practice. CAPBMCI Senior Centers are equipped with computers and have provided training in basic operation and Microsoft Products. We use

GCFlearnfree.org to assist participants in obtaining certificates in Word, Excel, Publisher, Powerpoint and Access. In addition, the program's "lending library" contains self-help and how-to guides on Microsoft Products which participants may borrow. NH Works offers workshops including resume writing, job search and interviewing skills. CAPBMCI recruits staff and HR managers of local businesses to assist us in offering regional training sessions on topics including: Completing Written & On-Line Job Applications; Writing a Cover Letters & Thank You Notes; Highlighting Your Transferable Skills; Interviewing Techniques, Mock Interviews and Dressing Well on a Budget. Dual-enrollments with WIA and VR have provided ITA and OJT training resulting in job placements. Participants have attended Building Your Electronic Resume, Email Tips, Managing Your On-Line Reputation and Workplace Conduct training sessions as Workplace Success. We encourage participants to enroll in WorkReady NH to obtain their National Career Readiness Certificate.

(11) Supportive Services (20 CFR 641.545) CAPBMCI policy approved by OWO (See Attachment #10).

(12) Placement into Unsubsidized Employment (20 CFR 641.550) – The goal of unsubsidized employment is discussed at every point of communication with participants. As part of the enrollment process, participants are given an overview of the NH Works system, scheduled for a tour and register in the Job Match System. Participants are kept informed of employment related activities in their communities including job fairs, local job clubs and workshops. Participants are encouraged to attend networking groups who share job leads and schedule guest speakers geared to motivate and assist the job seeker. Staff monitors NH Works JMS, Craigslist.com, Indeed.com, nhnonprofits.org and employer websites to locate job leads. Participants are required to submit bi-weekly job search logs in an effort to keep them focused on obtaining employment. This practice reveals any potential need for staff intervention or additional job search assistance. USDOL sited this as a "best practice".

Staff have developed relationships with job placement/outreach staff from NHES, WIA, VR, DHHS, Workplace Success and DRED have provided job leads and enabled us to get our "foot in the door" with some employers that otherwise would not have happened. Joint company visits have resulted in broadening SCSEP awareness and positive placements. Staff attends as many employer functions in our counties as possible to gain knowledge on industry changes, needs, and job opportunities. We are active in: Merrimack County Health Care Providers, Greater Concord Workforce Coalition, Concord New Americans Workgroup, Rockingham Community Resource Network and attend business events through the local Chambers of Commerce and Granite United Way and the United Way of the Greater Seacoast.

(13) Average Participation (OAA sec. 502(b)(1)(C)) – To maintain an average participation rate within the 27-month requirement, it is critical to keep participants engaged in employment related activities. Creating a regular flow of participants into unsubsidized employment and enrolling new participants yields positive results. SPARQ is monitored to ensure the program remains within the required range which is currently 19.7 months.

(14) Maximum Duration of Program Participation (OAA sec. 518(a)(3)(B)(i))

• Durational Limit Policy approved by USDOL (See Attachment #11).

(15) Terminations (20 CFR 641.580) Termination Policy approved by OWO (See Attachment #12)

(16) Applicant, Employee and Participant Complaint Resolution (20 CFR 641.910) -

All employees, SCSEP applicants and participants have the opportunity to discuss complaints, differences of opinion or work-related concerns with their supervisors. If the issue cannot be resolved through discussion, applicants, participants and employees are entitled to file a grievance. CAPBMCI has a SCSEP Grievance Procedure approved by OWO (See Attachment #13) and an Employee Grievance Process (See Attachment #14).

(17) Maintenance of Effort (OAA sec. 502(b)(1)(G)) - The Program Manager reviews each of the MOE regulations with all host agency supervisors and staff to ensure compliance. In addition, the MOE regulations are reviewed at orientation and defined in writing in the “SCSEP Participant and Host Agency Supervisor Handbook” which is given to host-site supervisors prior to placement. Quarterly monitoring of host sites includes a review of the MOE. Host agencies found in violation of the regulations will result in the immediate removal of the participant (who will be transferred to another training site) and placed in inactive status. During this time of economic uncertainty within state and non-profit entities, the program manager is emphasizing particular concern to safeguard against violations by performing periodic unscheduled visits.

(18) Procedures for Payroll and Payment of Workers’ Compensation Costs - A Fiscal Procedures Manual used by the staff in the Fiscal Department for all monies entrusted to the agency, the bi-weekly payroll utilizes time sheets completed by the participants, approved by the host-agency supervisor and approved by the Program Manager or by WFD Director. Completed timesheets are submitted to the Personnel Coordinator for review and entry into the payroll system in the ORION accounting software. Fiscal performs check and balances prior to the paychecks being released. Checks or direct deposit forms are mailed to the participant at the designated location by their choice. All transactions for payroll are updated in the general ledger and available to be reviewed and used for reporting purposes.

The Orion fund accounting software package has a security system that requires a user name and password to access the modules. The modules are General Ledger, Accounts Payable, Accounts Receivable and Payroll. Access is limited by group based on what modules the users are assigned to. Permission to the modules can be defined to a specific function within the module, such as Personnel, Fixed Assets and Report Writer. Permissions are controlled by the Chief Accountant as the system administrator.

The participants are included in the agency worker’s compensation policy. Agency premiums are paid in ten monthly installments. The payroll automatically codes the participant by W/C classification and the SCSEP program is charged the expense for that period, which is delineated on the monthly general ledger. The expense is included in the monthly reimbursement report.

(19) Collaboration

(a) Coordination with the public workforce system. – Staff maintains weekly office hours at the NH Works offices in Concord, Laconia, Salem and Portsmouth. The consistent presence enables staff to build relationships and strengthen communication with the one-stop partners to promote dual enrollments, ongoing referrals, knowledge of training and employment opportunities, shared assessments, workshops, presentations and connections to supportive services. Staff attends local NH Works office meetings as scheduled to the extent possible and the Program Manager attends quarterly regional NH Works Partner meetings providing updates on enrollment availability and reminders that SCSEP has a well-trained pool of candidates ready for employment. Dual enrollment in WIA has provided participants with training and certification in Microsoft Office Skills, Medical Transcription and Welding through ITA grants directly resulting in employment. Long standing relationships with VR staff has increased two-way referrals and dual enrollments. Working together, we have successfully placed a number of participants into gainful employment.

Staff maintains excellent working relationships with the Job Placement Specialists through WIA, Employer Outreach Specialists through NHES and the Business Resource Specialists through DRED-Office of Business & Industrial Development allowing staff to stay current with job openings, employer needs, labor market changes and industry trends.

The Memorandum of Understanding between the NH Works Center Partners and the SCSEP providers in NH, supports coordination and eliminates the duplication of services whenever possible.

In addition, CAPBMCI operates three employment focused programs: WIA, SCSEP, and Workplace Success. Our Workforce team members provide support to one another by sharing job leads, training & work experience opportunities and trouble-shooting ideas on how to better serve their respective participants.

(b) Collaboration with other key organizations in the community. - Strong coordination among public and non-profit entities that focus on service to seniors is a solid strength of CAPBMCI. The agency operates a number of programs targeted to the senior population. Agency staff, especially those in the Elder Services Department, work hand-in-hand with the SCSEP staff to ensure eligible participants are aware and have direct access to the services and programs they need to support their personal and employment related needs. The Service Link Resource Centers have provided extensive assistance to our participants. Staff is included in all in-house training sessions Merrimack County Service Link provides for its own staff members including Social Security Benefits, Accessing Health and Medical Services, Legal Services, Medicare and Health Insurance Coverage. Information gained through the inclusion in these workshops has made the staff more knowledgeable on resources available to the participants.

Ascentria Care Alliance (formerly Lutheran Social Services) works closely with us to assist with enrollment and transitioning refugees into the workforce.

As a member of the Community Resource Network of Senior Service Providers, we have increased our knowledge of services available to seniors in Rockingham County and developed new referral resources and host agencies in that county.

Program Manager attends Belknap County Committee on Aging meetings which have provided a good network for referrals and new training opportunities.

Employers, NH Works partner staff, and community agencies are recruited to provide workshops and presentations to celebrate the annual National Employ Older Worker Week held annually in September.

CAPBMCI and ABLE (National grantee) staff continues to strengthen their relationship and foster a cooperative approach to developing host agency and employment opportunities for participants throughout the state.

(20) Non-Federal Share (Required Match) - All host agencies are encouraged to complete a monthly in-kind contribution form to document the value of time spent supervising and training the participant. Other costs the host agency incurs/provides associated with the participant's training such as the purchase of uniforms, shoes, computer classes, CPR classes or other work related items provided by the host site are captured on the form as well. In addition, program staff requests a letter to document donations from any individual or organization who donate their time to provide training, offer meeting space, office furniture and or office supplies.

The in-kind match is monitored on a monthly basis by the WFD Director to confirm the program is on-track with meeting the grant requirements. CAPBMCI has a record of obtaining in-kind contributions in excess of the required 10%.

(21) Leveraged Resources – Leveraging resources is strength of CAPBMCI. We have developed relationships and formed partnerships throughout the years that have proven critical to the success of our individual programs. We rely on our networks to facilitate access to workforce programs and services, training and increase the types and amounts of supportive services necessary to assist our participants in obtaining employment and becoming self-sufficient.

CAPBMCI Elder Services department has provided a myriad of opportunities. Senior Centers promote independence and well-being through enrichment programs, volunteer opportunities, community integration projects, workshops and seminars, nutritional services, and transportation. They assist with developing new training sites and forward job opportunities from within their statewide network of elder service organizations. Elder Services has hired several SCSEP participants throughout the years, three within the last two months in the following positions: receptionist, driver and kitchen preparation.

Lakes Region Community College has allowed participants to attend computer and other employment related workshops at no cost if space allows.

CAPBMCI assembled and facilitated a focus group for the purpose of engaging appropriate organizations and/or individuals in the development of the State SCSEP Coordination Plan (2012-2016). The meeting laid the

foundation in developing new relationships and partnerships which support the development of new community service assignments and provided unsubsidized placement opportunities.

In an effort to reduce administrative costs and allow for a better integration of services, CAPBMCI created a Workforce Development Department responsible for the oversight of WIA, WPS and SCSEP. This has allowed for better communication/ collaboration between employment programs and provides better access to all programs and services for participants.

Riverbend Community Mental Health Center has provided training and guidance on how to work with individuals with mental illness, Ascentria Care Alliance has provided training on working/communicating with Refugees and WPS, WIA and VR include SCSEP staff in any staff training sessions they schedule.

(22) Service to Minorities (OAA sec. 515) - The percentage of minorities in the counties is as follows: 3.7% in Belknap, 4.7% in Merrimack and 4.3% in Rockingham. CAPBMCI successfully achieved 7% minority enrollment as of September 2014 confirmed by SPARQ. We attribute our success to diligent outreach and collaborative efforts with Ascentria Care Alliance, the Lakes Region Refugee Committee and the New Americans Workforce Alliance in Concord.

(23) File Maintenance - Participant files are securely maintained in locked file cabinets in the program office. Exited participant records are filed alphabetically by program year and kept for a period of three years and Data Validation files are kept for an additional 3 years. All personnel records are kept in locked metal file cabinets and securely maintained in the fiscal department or secured storage facility. Access is limited by a locked key box and written authorization. Requests for employee and participant records are only released upon receipt of release of information and authorization by the Personnel Coordinator.

CAPBMCI is in the process of instituting an electronic data management and storage system which will allow hard copy files and systems to be migrated to electronic format with levels of security in place for access to the data files. Currently, all agency electronic records are encrypted and saved nightly to an offsite third party data protection service.

(24) Audits - CAPBMCI is required to undergo an annual A-133 audit. The audit must be conducted in accordance with auditing standards generally accepted in the USA and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the USA. The audit must include examining by testing, evidence supporting the amounts in the general ledger accounts, assessing the accounting principles used and evaluating the overall financial statement presentation for the purpose of forming an opinion on the financial statements. Also required is an auditor's report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The auditor's must be certified public accountants with experience in non-profit accounting.

Leone, McDonnell and Roberts, PA (LMR) has performed the auditing of our financial statements since 2001. During this time the agency has not received a management letter as there were no findings. The audit of our financial statements for the fiscal year end of February 28, 2014 was completed by LMR on October 9, 2014 and approved by the Board of Directors. The agency is planning to go out to bid for the fiscal year 2015 using the bid procedure for services purchased outlined in CAPBMCI Fiscal Procedures Manual.

4.3 Staff Requirement

A. CAPBMCI has assigned staff with the knowledge and experience in operating a successful program that meets the following requirements:

1. Appropriate number of staff to deliver program services without disruption for any reason.
2. Program Manager, 1 Participant Administrative Assistant and 2 Participant Employment Specialists have job descriptions outlining duties and responsibilities.
3. Staff is trained on eligibility determination, assessment, IEP development and job placement and receives updates as appropriate. Staff is provided with the SCSEP Data Collection Handbook, Participant and Host Agency Supervisor Handbook, policies and procedures to provide guidance and ensure program compliance. WFD Director and Program Manager keep informed of programmatic changes through directives, training sessions, webinars and monthly Grantee conference calls with USDOL.
4. Staff undergoes background checks to provide assurance they are clear of any violations or convictions that could adversely affect the participants in the program.
5. Staff have read and signed a Statement of Confidentiality which is maintained in the individual's personnel record. In addition, the WFD Director and Program Manager have read / signed the SPARQ Security Policy which is on file with DRED-OWO, USDOL and maintained in their personnel record.
6. Staff is knowledgeable in Microsoft products including Word, Excel, Power Point and Publisher.

B. No sub-contracted staff shall be associated with this contract.

4.4 Program Performance Requirement

A. CAPBMCI is intimately familiar with the SCSEP performance measures and fully understands the importance and implications of meeting the annual performance goals. A 5-year Core Performance Measure Chart is attached (Attachment #15).

B. CAPBMCI is dedicated to achieving all performance measures established by USDOL. In the event a measure fails to meet the 80% threshold set by USDOL, the agency develops and submits a corrective action plan (Performance Improvement Plan) as required. Performance Improvement Plans for PY10 (Entered Employment), PY12 (Average Earnings) were submitted to OWO and the PY13 (Entered Employment & Average Earnings) plan is in development as the final PY13 performance results were recently released via SPARQ on 10/6/14.

4.5 Reporting Requirements

A. CAPBMCI has an established record of successfully meeting reporting requirements for both program and financial reports and will continue to perform as follows:

1. *Programmatic:*

- a. Program Manager and WFD Director are proficient with SPARQ system and have a proven record of performing accurate and timely data entry to ensure data is available for quarterly and final year-end performance reports.
- b. Provide mid-year and year-end progress/performance reports by dates specified.
- c. Submit, if necessary a written corrective action report.
- d. Provide reports as requested by USDOL and/or DRED.

2. *Financial:*

- a. Will invoice monthly for approved services and related expenses. Invoices will be submitted prior to the 30th of the following month of incurred expenses. A separate accrual invoice will be submitted for September, December, March and June.
- b. Will follow guidelines established by DRED-OWO and the state contract on reporting requirements. The agency utilizes a Fiscal Procedures Manual which the fiscal staff follows for payroll, receivables, payables, general ledger and reporting. Supporting documentation is available for review at any time. All fiscal source documents are maintained in the fiscal office.
- c. Required in-kind contributions are submitted monthly and recorded into the general ledger. The in-kind is reported on the monthly SCSEP invoice.
- d. Administrative expenses are coded in a separate department and in-kind is recorded by object codes depending on the type of in-kind within the grant. The department or object codes can be accessed in the general ledger at any time by running a transaction report for review.

3. *Property Management:*

- a. CAPBMCI fixed asset inventory system is defined in the Fiscal Procedures Manual and follows guidelines established by DRED-OWO and the state contract. These are reviewed annually.
- b. CAPBMCI maintains a fixed asset list by funding source and program. The list is available for review at any time by the funding source, auditors and staff. The agency will submit the SCSEP property inventory report at the end of each program year. The fixed assets are entered into the fixed asset inventory system by the AR/AP Clerk, reviewed by the Chief Accountant and reviewed annually by the agency auditors. A physical inventory is performed annually by the Fiscal department.

B. CAPBMCI understands DRED upon mutual agreement with the agency, may adjust the reporting requirements if necessary to meet the program objectives.

Community Action Program Belknap-Merrimack Counties, Inc.

EXHIBIT E

Budget Proposal

Total Federal Funds Awarded: \$459,622 (Proposed funding for PY15)

State Administration: \$6,894

Sub-recipient Administration: \$55,155

Sub-recipient Program Funds: \$397,573

Sub-recipient Match Requirement: \$51,069

Minimum Number of Participants: 47

For planning purposes the bidder should assume the same funding level for each of the four program years covered under the proposed agreement.

	July 1, 2015 – June 30, 2016	
ADMINISTRATION		
Administrative Staff	\$34,738	
Fringe	\$ 9,494	
Travel & Conferences	\$ 1,000	
Postage	\$ 450	
Printing	\$ 750	
Telephone	\$ 950	
Office Supplies	\$ 650	
Other - Please describe Rent, Audit, Computer Services, Insurance	\$ 7,123	
TOTAL ADMINISTRATION		\$55,155
PARTICIPANT WAGE & FRINGE		
Participant Wages	\$314,403	
FICA	\$ 24,052	
Worker's Compensation	\$ 5,262	
Participant Physical Exams	\$ 1,500	
TOTAL WAGES & FRINGES		\$345,217
OTHER PARTICIPANT COSTS		
Program Staff	\$25,300	
Fringe	\$12,276	
Participant Training/Placement Supports/Travel	\$ 5,900	
Participant Physical Exams (In Participant Wage & Fringe above)		
Other – Program Manager Travel & Conference, Office Supplies, Postage, Rent, Telephone, Equipment Repair	\$ 8,880	
TOTAL OTHER PARTICIPANT		\$52,356
Total Match		\$51,069
TOTAL EXPENSES		\$503,797

* see SCSEP Part 641 Federal Register for more detail.

Community Action Program Belknap-Merrimack Counties, Inc.
EXHIBIT D
Personnel Data

Organization: Community Action Program Belknap-Merrimack Counties Inc.

Projected Personnel Costs for Program Year 2015/Fiscal Year 2016

	Name	Title	Annual Salary	% FTE	% of Time Spent on Project	Project Amount Charged to SCSEP (7/1/15 to 6/30/16)
1	Lisa Hazeltine	Director, Workforce Development Programs	\$64,711	.30	30%	\$19,413
2	Pamela Lindberg	Program Manager	\$32,625	1.00	100%	\$31,625
3		Fiscal Support (6 F/T)	\$338,650	.02	2%	\$6,250
4		Secretarial Support (2 F/T, 1P/T)	\$ 87,419	.02	2%	\$1,800
5		Maintenance Support (2 F/T)	\$70,497	.01	1%	\$750
6		IT Support (1 P/T Staff)	\$19,830	.01	1%	\$200
7						
8						
9						
10						
Total						\$60,038

Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

TABLE OF CONTENTS

FINANCIAL STATEMENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Notes to Financial Statements	6 - 13
Supplementary Information:	
Schedule of Expenditures of Federal Awards	14 - 15
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	16 - 17
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance required by OMB Circular A-133	18 - 19
Schedule of Findings and Questioned Costs	20 - 21
Supplementary Information:	
Schedules of Revenues and Expenditures	22 - 28
Schedule of Refundable Advances	29

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2014 and 2013, and the related statements of cash flows for the years then ended and the statement of activities and the related notes to the financial statements for the year ended February 28, 2014.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 28, 2014 in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the schedules of revenues and expenditures, and refundable advances are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 2, 2014, 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 to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leane, McDonnell & Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 1,048,391	\$ 1,205,452
Accounts receivable	2,635,718	3,484,861
Prepaid expenses	<u>233,047</u>	<u>424,367</u>
Total current assets	<u>3,917,156</u>	<u>5,114,680</u>
PROPERTY		
Land, buildings and improvements	4,618,289	4,618,289
Equipment, furniture and vehicles	<u>6,153,197</u>	<u>5,935,585</u>
Total property	10,771,486	10,553,874
Less accumulated depreciation	<u>(6,393,172)</u>	<u>(5,928,189)</u>
Property, net	<u>4,378,314</u>	<u>4,625,685</u>
OTHER ASSETS		
Investments	94,439	82,419
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>233,880</u>	<u>221,860</u>
TOTAL ASSETS	<u>\$ 8,529,350</u>	<u>\$ 9,962,225</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 137,236	\$ 129,407
Accounts payable	1,578,759	2,022,052
Accrued expenses	1,120,302	1,179,626
Refundable advances	<u>912,848</u>	<u>1,070,024</u>
Total current liabilities	3,749,145	4,401,109
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>1,608,954</u>	<u>1,744,319</u>
Total liabilities	<u>5,358,099</u>	<u>6,145,428</u>
NET ASSETS		
Unrestricted	2,629,700	2,909,675
Temporarily restricted	<u>541,551</u>	<u>907,122</u>
Total net assets	<u>3,171,251</u>	<u>3,816,797</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,529,350</u>	<u>\$ 9,962,225</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2014
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Total</u>	<u>2013 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 16,799,982		\$ 16,799,982	\$ 19,545,688
Other funds	5,350,061	\$ 2,137,274	7,487,335	6,042,343
In-kind	793,868		793,868	1,066,723
United Way	86,102		86,102	150,918
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	23,030,013	2,137,274	25,167,287	26,805,672
NET ASSETS RELEASED FROM RESTRICTIONS				
	<u>2,502,845</u>	<u>(2,502,845)</u>	<hr/>	<hr/>
Total	<u>25,532,858</u>	<u>(365,571)</u>	<u>25,167,287</u>	<u>26,805,672</u>
EXPENSES				
Compensation	8,042,123		8,042,123	8,633,277
Payroll taxes and benefits	2,398,215		2,398,215	2,245,454
Travel	289,138		289,138	318,080
Occupancy	1,195,834		1,195,834	1,244,115
Program services	10,867,215		10,867,215	11,402,347
Other costs	1,771,081		1,771,081	1,705,075
Depreciation	455,359		455,359	518,831
In-kind	793,868		793,868	1,066,723
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	<u>25,812,833</u>	<hr/>	<u>25,812,833</u>	<u>27,133,902</u>
CHANGE IN NET ASSETS	(279,975)	(365,571)	(645,546)	(328,230)
NET ASSETS, BEGINNING OF YEAR	<u>2,909,675</u>	<u>907,122</u>	<u>3,816,797</u>	<u>4,145,027</u>
NET ASSETS, END OF YEAR	<u>\$ 2,629,700</u>	<u>\$ 541,551</u>	<u>\$ 3,171,251</u>	<u>\$ 3,816,797</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (645,546)	\$ (328,230)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	455,359	518,831
Donated equipment		26,080
Loss (gain) on sale of property	4,514	(3,242)
(Increase) decrease in current assets:		
Accounts receivable	849,143	(53,687)
Prepaid expenses	191,320	102,653
Increase (decrease) in current liabilities:		
Accounts payable	(443,293)	(420,496)
Accrued expenses	(59,324)	30,313
Refundable advances	<u>(157,176)</u>	<u>(434,518)</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>194,997</u>	<u>(562,296)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(214,202)	(139,369)
Investment in partnership	(12,020)	(8,128)
Proceeds from sale of property	<u>1,700</u>	<u>7,250</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(224,522)</u>	<u>(140,247)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	<u>(127,536)</u>	<u>(119,869)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(127,536)</u>	<u>(119,869)</u>
NET DECREASE IN CASH	(157,061)	(822,412)
CASH BALANCE, BEGINNING OF YEAR	<u>1,205,452</u>	<u>2,027,864</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,048,391</u>	<u>\$ 1,205,452</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 118,011</u>	<u>\$ 116,248</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting.

Basis of Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2014 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$541,551.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2013, from which the summarized information was derived.

Income Taxes

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

Community Action Program of Belknap-Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program of Belknap-Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2010.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its income tax returns for the years (2010 through 2013), for the

purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

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 financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$793,868 in donated facilities, services and supplies for the year ended February 28, 2014.

Advertising

The Organization expenses advertising costs as incurred.

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, 2014. The Organization has no policy for charging interest on overdue accounts.

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 \$912,848 as of February 28, 2014.

4. 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, 2014 was \$344,450.

5. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 28, 2014, the annual lease expense for the leased facilities was \$499,120.

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

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2015	<u>\$ 170,719</u>

6. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested in the amount of \$409,763 at February 28, 2014.

7. BANK LINE OF CREDIT

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 28,

2014) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets.

8. LONG TERM DEBT

Long term debt consisted of the following as of February 28, 2014:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,207,288

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 28, 2014. 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. 420,075

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 97,874

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building. 20,953

Total 1,746,190
 Less amounts due within one year 137,236

Long term portion \$ 1,608,954

The scheduled maturities of long term debt as of February 28, 2014 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2015	\$ 137,236
2016	145,551
2017	154,380
2018	163,753
2019	173,709
Thereafter	<u>971,561</u>
	<u>\$ 1,746,190</u>

9. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2014:

Land	\$ 168,676
Building and improvements	4,449,613
Equipment and vehicles	<u>6,153,197</u>
	10,771,486
Less accumulated depreciation	<u>(6,393,172)</u>
Property and equipment, net	<u>\$ 4,378,314</u>

Depreciation expense for the year ended February 28, 2014 was \$455,359.

10. **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, 2014. Monitoring has not indicated any discrepancies.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2014, approximately \$10,500,000 (41%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 28, 2014, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 28, 2014, there were no deposits in excess of the uninsured limits.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2014, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Agency Fuel Assistance Program	\$ 16,549
Nutrition and Elder Services	299,339
Software Program-FAP/EAP	781
Senior Center	122,980

Agency Head Start	66,659
Agency Family Planning and Prenatal Program	7,779
Agency Senior Companion Program	917
NH Rotary Food Challenge	4,010
Community Crisis	3,578
Other Programs	<u>18,959</u>
	<u>\$ 541,551</u>

13. STATEMENT OF FUNCTIONAL EXPENSES

The Statement of Activities discloses expenses by natural classification. The classification of expenses by function is summarized below:

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 7,660,060	\$ 382,063	\$ 8,042,123
Benefits and payroll taxes	2,260,251	137,964	2,398,215
Travel	287,914	1,224	289,138
Occupancy	1,092,520	103,314	1,195,834
Program services	10,867,215		10,867,215
Other costs:			
Accounting fees	25,184	21,734	46,918
Legal fees	31,545	881	32,426
Supplies	222,607	24,232	246,839
Postage and shipping	57,556	1,029	58,585
Equipment rental and maintenance	3,897	619	4,516
Printing and publications	10,254	38	10,292
Conferences, conventions and meetings	6,911	8,116	15,027
Interest	107,415	10,596	118,011
Insurance	222,040	31,074	253,114
Membership fees	11,133	13,097	24,230
Utility and maintenance	9,926	49,932	59,858
Other	877,324	23,941	901,265
Depreciation	448,943	6,416	455,359
In kind	<u>793,868</u>		<u>793,868</u>
	<u>\$ 24,996,563</u>	<u>\$ 816,270</u>	<u>\$ 25,812,833</u>

14. RELATED PARTY TRANSACTIONS

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

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

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2014.

15. RECLASSIFICATION

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

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program of Belknap-Merrimack Counties, Inc. is a limited liability company member of Community Provider Network of Central NH, LLC. The investment total at February 28, 2014 was \$35,000.

The Organization has also invested money relating to its Fix-it program in certain mutual funds. The fair market value of the mutual funds totaled \$59,439 at February 28, 2014.

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

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

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

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

At February 28, 2014, the Organization's investments were classified as Level 1 and 3 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds (at fair value)	\$ 47,419
Total gains or (losses) - realized /unrealized	8,702
Purchases	<u>3,318</u>
Ending Balance – mutual funds	<u>\$ 59,439</u>

Fair Value Measurements using Significant Unobservable Inputs (Level 3)

Beginning balance (at fair value)	\$ 35,000
Total gains or (losses) - realized/unrealized	<u>-</u>
Ending Balance	<u>\$ 35,000</u>

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

17. FISCAL AGENT

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

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 2, 2014, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH GRANTOR NUMBER	FEDERAL EXPENDITURES
<u>US DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Head Start	93.600	N/A	\$ 3,504,084
Through State of New Hampshire			
Weatherization-HRRP	93.568		96,098
Fuel Assistance	93.568	611001	4,171,602
Fuel Assistance-SEAS	93.044	611001	15,007
Title III Part C	93.045	410338	720,891
Community Services Block Grant	93.569	610155	424,474
Community Services Block Grant Discretionary	93.570		24,609
Title XX - Block Grant	93.667	410338	348,119
Family Planning	93.217	610237	110,552
Family Planning	93.558	610237	37,176
Family Planning	93.940	610237	7,590
Public Health Network - (ID-PICS)	93.069		26,422
Public Health Network - (ID-PICS)	93.283		899
Public Health Network - (ID-PICS)	93.889		6,053
Title III Part B Rural Transportation	93.044	410338	256,274
TANF - Home Visiting	93.558	N/A	71,829
Prenatal	93.994	520243	24,226
Merrimack County Service Link Program	93.778	N/A	67,905
Merrimack County Service Link Program	93.052	N/A	14,723
Merrimack County Service Link Program	93.667	N/A	7,832
Merrimack County Service Link Program	93.048	N/A	8,220
Merrimack County Service Link Program	93.779	N/A	17,503
Senior Medicare Patrol Program Capacity Building	93.048		19,910
Elder Services/NSIP	93.053	410338	181,207
Through Southern New Hampshire Services			
Workplace Success	93.558	N/A	322,549
Through Lakes Region Partnership for Public Health			
Marketplace Assister Services	93.525		13,916
			<u>10,499,670</u>
<u>US DEPARTMENT OF AGRICULTURE</u>			
Through State of New Hampshire			
WIC	10.557	611080	818,111
CSFP	10.565	611080	845,407
Senior Farmers Market	10.576		84,618
Surplus Food-TEFAP/Admin	10.568	N/A	134,633
Surplus Food-TEFAP	10.569	N/A	1,651,554
CACF Head Start/USDA	10.558	N/A	218,256
Summer Food-USDA	10.559		136,744
			<u>3,889,323</u>
<u>CORPORATION FOR NATIONAL SERVICES</u>			
Senior Companion	94.016	N/A	377,999
<u>US DEPARTMENT OF TRANSPORTATION</u>			
Through State of New Hampshire			
Concord Area Transit	20.509		461,941
Concord Area Transit-New Freedom	20.521		23,958
Concord Area Transit-JARC	20.516		44,707
Concord Area Transit	20.513		17,928
Winnepesaukee Transit System	20.509	68022	55,294
Winnepesaukee Transit System	20.521		3,831
5310 Capital Advance	20.513		87,321
Through County of Merrimack			
Rural Transportation	20.513		7,907
Volunteer Driver Program	20.513		71,778
			<u>774,665</u>

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Through New Hampshire Housing Finance Authority

Statewide Lead Abatement Program	14.900		1,493,227
----------------------------------	--------	--	-----------

Through State of New Hampshire

New Start/Outreach Program	14.235	N/A	139,974
Emergency Solutions Grant	14.231	N/A	23,654
Homeless Prevention	14.235	N/A	30,743
Supportive Housing Services	14.235		58,109
			1,745,707

US DEPARTMENT OF ENERGY

Through State of New Hampshire

Weatherization	81.042	551896	102,225
MH Park Weatherization	81.042	N/A	60,177
			162,402

US DEPARTMENT OF LABOR

Through State of New Hampshire

Senior Community Service Employment	17.235	610063	410,669
-------------------------------------	--------	--------	---------

Through Southern New Hampshire Services

WIA-Adult Program	17.258	N/A	91,000
WIA-Dislocated Worker Program	17.260	N/A	120,044
			621,713

TOTAL AWARDS EXPENDED

\$ 18,071,479

NOTE A - BASIS OF PRESENTATION

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. for the year ended February 28, 2014. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." 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 Community Action Program Belknap-Merrimack Counties, Inc.

NOTE B - 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 OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE C - SUBRECIPIENTS

Of the federal expenditures presented in the schedule, Community Action Program Belknap-Merrimack Counties, Inc. provided federal awards to subrecipients as follows:

<u>CFDA Number</u>	<u>Program Name</u>	<u>Amount Provided</u>
14.900	Statewide Lead Abatement Program	\$135,423

NOTE D - FOOD COMMODITIES

Nonmonetary assistance is reported in the schedule at the fair market value of the commodities received and distributed.

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2014, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 2, 2014.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material

weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

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

Purpose of this Report

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

*Leane, McDonnell & Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2014. Community Action Program of 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.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, Community Action Program of 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, 2014.

Report on Internal Control Over Compliance

Management of Community Action Program of Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leane, McDannell : Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc.
2. There were no significant deficiencies 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 of Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit as reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program of Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report in accordance with Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs include:
 - 93.568 Low-Income Home Energy Assistance
 - 93.217 Family Planning - Services
 - 10.558 Child and Adult Care Food Program (CACFP)
 - 10.559 Summer Food Service Program for Children
 - 10.565 Commodity Supplemental Food Program
 - 10.568 Emergency Food Assistance Program (Administrative Costs)
 - 10.569 Emergency Food Assistance Program (Food Commodities)
 - 94.016 Senior Companion Program
8. The threshold for distinguishing Type A and B programs was \$542,144.
9. Community Action Program of Belknap-Merrimack Counties, Inc. was determined to 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.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>10/1/12-9/30/13</u>	<u>Grant Period</u> <u>10/1/13-9/30/14</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 1,067,482	\$ 3,104,120	\$ 4,171,602
Other	<u>424</u>	<u> </u>	<u>424</u>
	<u>\$ 1,067,906</u>	<u>\$ 3,104,120</u>	<u>\$ 4,172,026</u>
Expenditures			
Personnel	\$ 163,519	\$ 112,614	\$ 276,133
Fringe benefits	35,412	26,345	61,757
Travel	2,581	1,610	4,191
Occupancy	33,183	28,750	61,933
Direct program costs	786,757	2,913,043	3,699,800
Other costs	<u>46,454</u>	<u>21,758</u>	<u>68,212</u>
	<u>\$ 1,067,906</u>	<u>\$ 3,104,120</u>	<u>\$ 4,172,026</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>7/1/12 - 6/30/13</u>	<u>Grant Period</u> <u>7/1/13 - 6/30/14</u>	<u>Total</u>
Revenues			
Corporation for National Services	<u>\$ 108,041</u>	<u>\$ 269,958</u>	<u>\$ 377,999</u>
Expenditures			
Personnel	\$ 84,426	\$ 190,851	\$ 275,277
Fringe benefits		6,436	6,436
Travel	14,228	70,053	84,281
Other costs	<u>9,387</u>	<u>2,618</u>	<u>12,005</u>
	<u>\$ 108,041</u>	<u>\$ 269,958</u>	<u>\$ 377,999</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>1/1/13-12/31/13</u>	<u>Grant Period</u> <u>1/1/14-12/31/14</u>	<u>Total</u>
Revenues			
U.S. Department of Health and Human Services	\$ 2,921,295	\$ 640,875	\$ 3,562,170
In-Kind	<u>984,055</u>	<u>203,770</u>	<u>1,187,825</u>
	<u>\$ 3,905,350</u>	<u>\$ 844,645</u>	<u>\$ 4,749,995</u>
Expenditures			
Personnel	\$ 1,866,380	\$ 426,100	\$ 2,292,480
Fringe benefits	375,919	87,256	463,175
Travel	32,233	6,268	38,501
In-Kind	984,055	203,770	1,187,825
Other costs	<u>647,234</u>	<u>121,251</u>	<u>768,485</u>
	<u>\$ 3,905,821</u>	<u>\$ 844,645</u>	<u>\$ 4,750,466</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>7/1/12 - 6/30/13</u>	<u>Grant Period</u> <u>7/1/13 - 6/30/14</u>	<u>Total</u>
Revenues			
NH Department of Health and Human Services	\$ 97,964	\$ 83,242	\$ 181,206
Title XX	48,971	299,148	348,119
Title III Part C	220,128	500,763	720,891
Other	-	671,429	671,429
	<u>\$ 367,063</u>	<u>\$ 1,554,582</u>	<u>\$ 1,921,645</u>
Expenditures			
Personnel	\$ 358,503	\$ 655,635	\$ 1,014,138
Fringe benefits	59,626	105,631	165,257
Occupancy	53,005	106,017	159,022
Travel	41,226	79,868	121,094
Other costs	241,407	488,529	729,936
	<u>\$ 753,767</u>	<u>\$ 1,435,680</u>	<u>\$ 2,189,447</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>10/1/12-9/30/13</u>	<u>Grant Period</u> <u>10/1/13-9/30/14</u>	<u>Total</u>
Revenues	<u>\$ 911,030</u>	<u>\$ 1,032,362</u>	<u>\$ 1,943,392</u>
Expenditures			
Personnel	\$ 162,184	\$ 105,448	\$ 267,632
Fringe benefits	37,940	24,176	62,116
Travel	1,342	853	2,195
Occupancy	5,881	4,519	10,400
Other costs	<u>703,683</u>	<u>897,366</u>	<u>1,601,049</u>
	<u>\$ 911,030</u>	<u>\$ 1,032,362</u>	<u>\$ 1,943,392</u>

Note:

For the year ended February 28, 2014, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the requirements outlined in the contract for the year ended February 28, 2014.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Revenues</u>	<u>Expenditures</u>
Tornado Relief Fund (018)	\$ 19,161	\$ -
Twin River Community Corp (053 & 054)	25,946	42,943
Cottage Hotel (064 & 065)	10,304	9,819
Transport Coordination (084)	296	296
Sandy Ledge (093 & 094)	(128,263)	20,073
Ozanam (104 & 105)	20,177	20,177
Senior Center Program (138)	18,592	17,714
Franklin Intergenerational (184 & 185)	46,994	47,505
Senior Companion Program - Non Federal (223 & 224)	27,621	48,076
Senior Companion Program - State (233 & 234)	31,252	31,252
Franklin Community Services (293 & 294)	24,420	25,449
Head Start - Childcare (353 & 354)	1,015,890	1,015,890
Belknap County - WXN Program (374)	4,288	8,901
Lakes Region Family Center (383 & 384)	159,590	159,590
REIP (402)	21,322	46,738
NH Modular Ramp (432 & 433)	79,694	58,023
Sun Safety (484)		639
New Hampshire Housing Guarantee Program (493 & 494)	236,824	236,824
Core Program (503 & 504)	1,689,146	1,745,819
NH Rotary (540)	1	1,061
Common Pantry (553 & 554)	208	822
Oral Health WIC (600)	(4,463)	
Epsom Elderly Housing (643 & 644)	74,188	74,188

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Revenues</u>	<u>Expenditures</u>
Belmont Housing (653 & 654)	\$ 66,180	\$ 66,180
Alton Housing (663 & 664)	48,670	48,670
Kearsarge Housing (673 & 674)	63,566	63,566
Riverside Housing (683 & 684)	70,310	70,310
Pembroke Housing (708 & 709)	53,543	53,543
Homeless Revolving Loan (728)	16,538	16,538
Community Crisis Fund (746)	3,578	-
Area Centers (763 & 764)	315,556	417,787
THE FIXIT Program (833 & 834)	4,667	1,712
Loan Guarantee Program (847)	58,503	58,503
MC Loan Guarantee Program (848)	2,292	2,292
The Caring Fund (863 & 864)	2,401	5,336
Agency WIC/CSFP (883)	6,531	1,073
Newbury Elderly Housing (884)	82,115	82,115
Agency Account (911 & 980)	96,765	(288,613)
Agency Account FAP (922)	97,642	112,122
Agency Account SCP (932 & 933)	(1,074)	3,413
H/S Agency (943 & 944)	(17,133)	8,515
Agency FP/PN (963)	(882)	382
Saving Heat & Reducing Energy (970)	26	761
Agency Development Fund	17,500	32,500
Agency Horseshoe Pond Place (994 & 995)	27,290	27,290

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2014**

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
125	EAP-Lead Agency		\$ 17,847
156	Merrimack County Service Link	93.778 (deferred amount is not federal)	1,747
164	Elder Services Program	93.045,93.667 (deferred amount is not federal)	4,303
170	Volunteer Driver Program		11,500
195	Electric Assistance Program		48,936
224	Senior Companion Program - Non-Federal		1,042
264	Rural Transportation Service	93.044 (deferred amount is not federal)	625
344	Head Start - USDA		273
363	Home Visiting NH	93.558 (deferred amount is not federal)	382
414	Weatherization		9,565
494	NH Housing Guarantee Program		126,865
545	Summer Feeding		27,589
574	Fuel Assistance Program	93.568 (2,827 of deferred amount is not federal)	199,449
594	Homeless Prevention		208,878
714	Concord Area Transit		51,396
728	Homeless Revolving Loan Fund-Belknap County		39,384
729	Homeless Revolving Loan Fund-Merrimack County		8,179
764	Area Center Program		1,476
834	FixIt Program		60,807
847	Loan Guarantee Program		30
855	New Start Program		21,595
883	Agency Account-WIC/CSFP		571
905	Community Services Block Grant	93.569	69,242
944	Agency Account-Head Start		1,167
		TOTAL	\$ <u>912,848</u>