




New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**

167
YOR


May 20, 2019

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/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 \$1,880,000, effective July 1, 2019 through June 30, 2023 contingent upon Governor and Council approval: 100% Federal Funds.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity, as follows and pending budget approval for FY 2020, FY 2021, FY2022 and FY2023:

03-22-22-220510-1453000	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
102-500731 Contract for	\$470,000	\$470,000	\$470,000	\$470,000
Program Services				

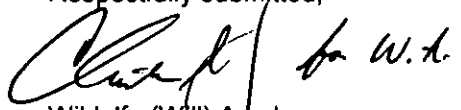
EXPLANATION

This contract between BEA/OWO and BM-CAP for the delivery of Senior Community Service Employment Program (SCSEP) services is in response to the *Senior Community Service Employment Program (SCSEP) Request for Proposals (RFP) #02-BEA-OWO-2019* issued January 28, 2019. (See Attachment A for RFP details). The US Department of Labor (USDOL) awards funds for SCSEP to the NH Department of Business and Economic Affairs, Office of Workforce Opportunity; the state grant recipient for federal funds for Title I of the Workforce Innovation and Opportunity Act (WIOA). 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.

This is a four-year contract for services to ensure program continuity. For major WIOA service contracts, efficiency in operation is a paramount policy consideration for the State Workforce Innovation and Opportunity Board. Contractors must be able to operate a standardized "program" that requires significant program management experience and understanding, along with the financial resources to reimburse the state for any disallowed costs incurred because of erroneous eligibility determinations.

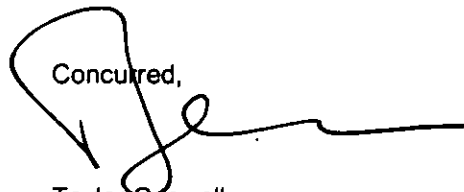
The Attorney General's Office has reviewed and approved this contract amendment as to form, substance and execution.

Respectfully submitted,



Wildolfo (Will) Arvelo,
Director of Economic Development

Concurred,



Taylor Gaswell,
Commissioner

1 Eagle Square
Suite 100
Concord, New Hampshire 03301

603.271.2341

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Attachment A – SCSEP RFP Details

- On January 28, 2019, BEA/OWO issued a RFP for SCSEP services on behalf of the State Workforce Innovation and Opportunity Board.
- The purpose of the RFP was to identify a service provider to operate the State SCSEP project for four consecutive years (July 1, 2019 – June 30, 2023) 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, 2019.
- The RFP posted on the NH Works and the State procurement website. In addition, OWO staff sent the RFP to NH Works collaborates, USDOL and known SCSEP service provider staff with instruction to share as appropriate.
- The RFP explained the evaluation process in detail. Reviewers used scoring based on the program elements listed in the scoring chart below to rank respondents, 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, including staff experience and the entities financial capacity. The evaluation team assessed to what extent the organization and assigned staff have the capability to deliver the services described in the RFP, and deliverables outlined in the bidder's proposal.
 2. The bidder's understanding of each of the services described in the RFP and the inclusion of specifics 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 to determine if proposed costs meet minimum requirements; are sufficient to support the services, as described in the RFP and by the bidder in the bidder's proposal; and contain accurate calculations
- The following committee of the State Workforce Innovation and Opportunity Board members served as the RFP review panel.
 - Ms. Kelly Clark – Regional Director, AARP New Hampshire
 - Mr. Mike Alberts – Director of Organized Development, New England Wire Technologies
 - Mr. Dave Cioffi –Former Small Business Owner
- Ms. Meelynn Wong, OWO Program Manager served as staff to the review committee.
- There were three respondents to the SCSEP RFP:
 - Community Action Program Belknap-Merrimack, Inc. (the current sub-grantee),
 - Senior Service America, Inc., and
 - Experience Works Inc.

- The RFP review panel reviewed and scored each proposal for compliance with the RFP process. The review panel is recommending BM-CAP for the SCSEP contract award based on the final scores outlined below, contingent upon SWIB approval, and Governor and Council approval.

Community Action Program Belknap-Merrimack, Inc.	Range	Dave Cioffi	Mike Alberts	Kelly Clark	Reviewer Average
1. Evaluation of Corporate Organization, Background, Experience and Staff	Score Range 0 - 40 points	40	40	40	40
2. Evaluation of Scope of Work	Score Range 0-50	48.5	48	50	48.8
3. Evaluation of Cost Proposals	Score Range 0-10 points	10	8	10	9.3
Totals	100	98.5	96	100	98.1

Senior Service America, Inc.	Range	Dave Cioffi	Mike Alberts	Kelly Clark	Reviewer Average
4. Evaluation of Corporate Organization, Background, Experience and Staff	Score Range 0 - 40 points	38	30	20	29.33
5. Evaluation of Scope of Work	Score Range 0-50	48	30	25	34.33
6. Evaluation of Cost Proposals	Score Range 0-10 points	10	7	10	9
Totals	100	96	67	55	72.66

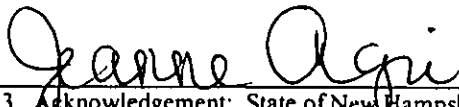
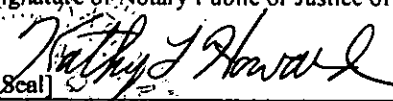
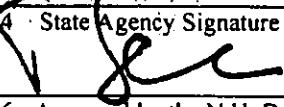
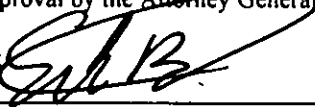
Experience Works Inc.	Range	Dave Cioffi	Mike Alberts	Kelly Clark	Reviewer Average
7. Evaluation of Corporate Organization, Background, Experience and Staff	Score Range 0 - 40 points	35	35	10	26.67
8. Evaluation of Scope of Work	Score Range 0-50	47	42	15	34.67
9. Evaluation of Cost Proposals	Score Range 0-10 points	10	8	10	9.33
Totals	100	92	85	35	70.67

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Dept of Business and Economic Affairs (Office of Workforce Opportunity)		1.2 State Agency Address 1 Eagle Square Concord, NH 03301	
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 2205-14530000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$1,880,000.00
1.9 Contracting Officer for State Agency Jacqueline Heuser, Director, OWO		1.10 State Agency Telephone Number (603) 271-7275	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeanne Agri, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On 5/15/2019, 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, NH My Commission Expires October 17, 2023			
1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary Public			
1.14 State Agency Signature  Date: 5/22/19		1.15 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/2/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**NH Department of Business & Economic Affairs
Office of Workforce Opportunity**

STANDARD EXHIBIT A

SCOPE OF SERVICES

Agreement Period: July 1, 2019 - June 30, 2023

Subrecipient: Community Action Program Belknap-Merrimack Counties, Inc. (BM-CAP).

The Office of Management and Budget (OMB) guidelines governing the fiscal administration of federally funded programs defines the role of Belknap-Merrimack Community Action Program under this Agreement as that of a "Subrecipient" of federal funds (versus a contractor). Therefore, applicable OMB guidelines governing the role of a sub-recipient shall be applied to BM-CAP through this Agreement.

Business and Economic Affairs, a department within New Hampshire State government describes the legal document used to implement this service Agreement a "contract" for services. Therefore, all State contract rules and procedures shall be applied to BM-CAP through this Agreement.

SCOPE OF SERVICES

This cost reimbursement Agreement for services between Community Action Program Belknap Merrimack Counties, Inc. (BMCAP), and Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2019 and terminating on June 30, 2019, with an option to renew the Agreement for up to one additional year, as needed and approved by the Governor and Council.

Total payments under this Agreement shall not exceed \$1,880,000.00 and shall be expended consistent with an approved line item budget, which shall be negotiated annually with BEA/OWO. Line item budgets shall be established upon receipt of grant funds from USDOL, for each program year covered under this Agreement.

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 # 02-BEA-OWO-2019 and/or 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 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 BEA, and/or the US Department of Labor and the terms and conditions as specified in RFP #02-BEA-OWO-2019 (henceforth known as the RFP), incorporated by reference into this Agreement.

Deliverables

1. BMCAP will be responsible for the deliverables specified in Section 4 (Statement of Work) of the RFP and the *Required Programmatic Assurances* for SCSEP (Attachment A), and all deliverables shall be implemented consistent with the process and procedures outlined in the proposal submitted by BMCAP in response to the RFP, all of which are incorporated by reference into this Agreement.
2. Enrollment goals (i.e., participant slots) are established by USDOL on an annual basis. BMCAP will at a minimum, enroll 100% of the number of authorized positions allocated for each program year covered under this Agreement. Over-enrollments are allowed as a means of maintaining a level number of participants to balance out program exits.
3. SCSEP Program Goals are established by USDOL on an annual basis. BMCAP will be responsible for achieving performance measures. For the purpose of this Agreement, achieving a goal shall be defined as no less than 80% of any measure. 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 annually for each of the program years covered under this Agreement.
4. Staffing Requirements - BMCAP will maintain a staffing level adequate to effectively manage the SCSEP Project consistent with the requirements outlined in the RFP. BMCAP shall submit for approval, a staffing plan to the BEA/OWO Program Manager by no later than the first day of July for each program year covered in this Agreement. n
5. Reporting Requirements - BMCAP will submit timely and accurate reports consistent with the requirements stipulated in Section 4 of the RFP which includes financial reporting using the accrual method no less than once per quarter for each program year covered in this Agreement.
6. BMCAP shall be responsible for submitting complete and timely quarterly SCSEP reports to BEA/OWO consistent with federal reporting requirements.
7. System Requirements - BMCAP shall be responsible for maintaining adequate technology and internet access to ensure timely data entry in the SPARQ or other SCSEP case management system approved by the national office, consistent with Section 4 of the RFP.
8. BMCAP will be responsible for adhering to terms and conditions specified in Section 5 Special Conditions of the RFP.

**NH Department of Business & Economic Affairs
Office of Workforce Opportunity**

STANDARD EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT

Agreement Period: July 1, 2019 - June 30, 2023

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

PAYMENT/ FINANCIAL / BUDGET

1. This Agreement 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 BM-CAP'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 the RFP, BEA shall reimburse the BM-CAP up to a maximum total payment of **\$1,880,000.00**.
3. Payments for services under this Agreement are limited to reimbursement for actual expenses incurred in the fulfillment of this Agreement during the contract effective period.
4. Line-item budgets shall be negotiated annually upon receipt of the federal grant award to the State.
5. Expenditures shall be in accordance with the approved line-item budget negotiated between BMCAP and BEA/OWO. BM-CAP may amend the budget through line item increases, decreases or the creation of new line items only with prior written approval from BEA/OWO. Adjusted budgets shall not exceed the funding grant for each program year.
6. BM-CAP agrees that all financial reports/invoices shall at a minimum be itemized by administrative, participant costs, and other participant costs.
7. BM-CAP has never received a negotiated indirect cost rate and, pursuant to the exceptions noted at 2 CFR 200.414(f) in the Cost Principles of the Uniform Guidance has elected to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.68 for definition of MTDC) which may be used indefinitely. This methodology must be used consistently for all Federal awards until such time as BM-CAP chooses to negotiate for an indirect cost rate, which they may apply to do at any time. (See 2 CFR 200.414(f) for more information on use of the de minimis rate.)
8. The National SCSEP Office limits administrative cost to a total of 13.5% of the annual grant awarded to the State. Local administrative funds (i.e., a portion of the 13.5% allowable) shall be negotiated with BM-CAP annually, the amount of which shall be specified in the approved line-item budget.
9. BM-CAP is solely responsible for securing and tracking the 10% match requirement for the total SCSEP grant annual award (i.e. match funds for all state and local expenditures with SCSEP funds). The 10% match is calculated based on actual grant expenditures. BMCAP, Inc. shall report up-to-date matching fund amounts on each financial report and/or invoice submitted.
10. Invoices must be submitted monthly within 30 days of the end of the previous month and be submitted in a format consistent with an approved budget, inclusive of accrued costs in accordance with OWO and federal accrual reporting requirements. The payment of invoices is subject to receipt by BEA-OWO of

required reports as stated in Exhibit A - Scope of Services.

11. At a minimum, all invoices shall identify the CFDA number (i.e., funding source), the BEA/OWO assigned Agreement number and the expense/invoice period.
12. A final annual payment request shall be submitted no later than forty-five (45) days from June 30th for each program year. Failure to submit a complete, accurate and timely final invoice by this date could result in non-payment.
13. Monthly invoices may be sent to the BEA/OWO Fiscal Administrator via email, or mailed to:
Business and Economic Affairs
1 Eagle Square, Suite 100
Concord, NH 03301
Attention: OWO Fiscal Administrator

Payment checks will be mailed to:

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

14. BM-CAP must have written authorization from BEA prior to using Agreement 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 Agreement for review upon request.
15. BM-CAP shall maintain sufficient documentation on file in their offices to support invoices, including match funds, and make such documentation available for review by authorized BEA staff and/or its auditors.
16. BM-CAP shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds budgeted annually unless otherwise agreed to in writing by BEA.
17. BEA 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 BEA and/or the State of New Hampshire.
18. BM-CAP shall adhere to all fiscal management policies and procedures stipulated in the body of this Agreement, and all other applicable WIOA, federal, State and BEA cash management regulations and policies, including the USDOL requirement for accrual reporting.
19. BM-CAP is solely responsible for paying to BEA any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA/SCSEP services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
20. BEA reserves the right to increase and/or decrease Agreement funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.
21. BM-CAP's use of funds in this Agreement must be in accordance with SCSEP certifications and assurances and any applicable Workforce Innovation Opportunity Act (WIOA) program assurances. See Standard Form Exhibit C.

22. BM-CAP is prohibited from using federal funds awarded under this Agreement 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. BM-CAP must review any proposed costs outside of the approved line item budget with BEA for final approval.
23. WIOA Infrastructure Costs - WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require at a minimum that the following programs to be One-Stop partners:

WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; Unemployment Compensation (UC) programs; Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

One-Stop partner programs including all programs that are funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

BM-CAP shall use SCSEP funds to contribute to the shared one-stop infrastructure costs consistent with cost allocation plan approved by the NH Works Consortium, as stipulated in the NH Works MOU, of which BM-CAP shall be a signatory partner. NH Employment Security shall be the lead fiscal entity for the NH Works MOU, and as such shall invoice BM-CAP for infrastructure costs no less than quarterly for the duration of this Agreement.

24. Termination for Convenience: In addition to the Event of Default/Remedies as outlined in number eight (8) of the NH P37 Contract Document; BEA/OWO by thirty (30) day written notice, may terminate this agreement, in whole or in part, when it is in the best interests of BEA/OWO. If the agreement is for supplies and is so terminated, BE-CAP shall be compensated in accordance with its auditable costs to point of notification of termination. To the extent that the agreement is for services and is so terminated, BEA/OWO shall be liable only for payment in accordance with the payment provisions of the agreement for the actual services rendered to the effective date of the termination.

**NH Department of Business & Economic Affairs
Office of Workforce Opportunity**

STANDARD EXHIBIT C

SPECIAL PROVISIONS

Agreement Period: July 1, 2019 - June 30, 2023

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

1. Subrecipient Obligations: BM-CAP covenants and agrees that all funds received by BM-CAP under this Agreement shall be used only as payment to BM-CAP for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, BM-CAP hereby covenants and agrees as follows:
2. 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.
3. 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 SCSEP regulations.
4. Documentation: BM-CAP 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 BEA requests. BM-CAP shall furnish BEA/OWO with all forms and documentation regarding eligibility determinations that BEA/OWO may request or require.
5. Grievance Procedures/Customer Complaints/Equal Opportunity: BM-CAP understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. BM-CAP 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) BM-CAP 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) BM-CAP shall ensure that all personnel funded with SCSEP funds are trained in the grievance policy and procedure applicable for the funding source supporting this Agreement.
 - (c) BM-CAP 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 Agreement, and that refresher training is provided annually.
 - (d) BM-CAP shall ensure that the BEA/OWO (Office of Workforce Opportunity) EO Officer is informed immediately of any formal grievance filed by a program applicant or participant.
 - (e) BM-CAP 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.
6. Gratuities or Kickbacks: BM-CAP agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of BM-CAP, any Subrecipient of BM-CAP or the State

in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any 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 BM-CAP, or Subrecipient/contractor of BM-CAP.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse BM-CAP for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Agreement and no payments shall be made for expenses incurred by BM-CAP for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Maintenance of Records:** In addition to the eligibility records specified above, BM-CAP covenants and agree to maintain the following records during the Agreement Period:
9. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by BM-CAP in the performance of the Agreement, and all income received or collected by BM-CAP during the Agreement 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 BEA, 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 BEA.
10. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Agreement 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 BEA to obtain payment for such services.
11. **Record Retention:** Complete paper ("hard copy") participant files shall be maintained by BM-CAP for no less than three years as required under federal regulation. BEA may require the retention of hard copy files for up to six years, if the participant file is selected for a data validation review. BM-CAP shall not destroy any participant files without written permission from BEA.
12. **Audit:** BM-CAP shall submit a copy of their annual audit report to BEA 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 Agreement and the period for retention hereunder, BEA, the United States Department of Labor, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement 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 Agreement, it is understood and agreed by BM-CAP that BM-CAP shall be held liable for any state or federal audit exceptions and shall return to BEA/OWO, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.
13. **Confidentiality of Records:** BM-CAP 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 in accordance with the Personal Identifier Information policy and procedure. 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) BM-CAP is responsible for taking reasonable steps to ensure the physical security of such data under its control.
 - (b) BM-CAP 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 Agreement shall be required to sign a confidentiality statement provided by BM-CAP and kept on file.
14. Reports: Program and Fiscal: BM-CAP agrees to submit the following reports at the following times if requested by the BEA/OWO.
- (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 US DOL and/or BEA to justify the rate of payment hereunder. Such Reports shall be submitted on the form designated by UD DOL/ BEA or deemed satisfactory by the BEA/OWO.
 - (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 BEA and shall contain a summary statement of progress toward goals and objectives stated in the annual grant application approved by US DOL and other information required by the BEA. [It is understood that final performance information from SPARQ will not be available at that time]
15. Completion of Services: BM-CAP will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to BEA at the time that BM-CAP ceases to operate the program/project funded through this Agreement. In addition to inventory with a value of \$250.00 or greater, purchased with grant funds.
16. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement:
- "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Business and Economic Affairs, with funds provided by the United States Department of Labor."
17. Veterans' Priority Provisions: BM-CAP 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. Priority of service for veterans is a condition of receipt of US DOL funds.
18. Buy American Notice Requirement: To the greatest extent practicable, and the extent to which purchases are allowable in this Agreement, BM-CAP agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).
19. Salary and Bonus Limitations:
- (a) No funds available under this Agreement may be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can be found at <https://www.opm.gov/>.
 - (b) In instances where funds awarded under this agreement pay only a portion of the salary or bonus, the SCSEP funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the SCSEP grant. That portion cannot exceed the proportional Executive

level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under SCSEP.

- (c) The limitation described in paragraph (a) of this section will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services.
- (d) When an individual is working for the same recipient or Subrecipient in multiple offices that are funded by title I of WIOA or the Wagner-Peyser Act, the recipient or Subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit in paragraph (a) of this section.

- 20. 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 Agreement under the BM-CAP; and ii) any rights of copyright to which BM-CAP 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 Agreement funds, including intellectual property, these revenues are program income. Program income is added to the Agreement and must be expended for allowable Agreement activities.
- 21. Mandated Data Entry Systems: That BM-CAP will be legally obligated to enter data required by BEA/OWO and/or the US Department of Labor, relating to all participants served during the Agreement period in the case management system mandated by BEA/OWO. (e.g., SPARQ for SCSEP projects, E Teams for WIOA services). BM-CAPs shall be responsible for keeping participant's files up-to-date, and timely enough to meet quarterly reporting deadline requirements.
- 22. Disallowed Costs: BM-CAP will be solely responsible for paying BEA/OWO any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on participants who were erroneously determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.
- 23. Certification Regarding Debarment: Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - (a) BMCAP shall certify by signature to this agreement that to the best of their knowledge, neither BM-CAP nor any of its principals:
 - (b) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
 - (c) have within a five-year period preceding this agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (d) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and
 - (e) have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause.

24. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). BMCAP shall certify by signature to this agreement that they shall comply with the Clean Air Act and the Federal Water Pollution Control Act to the extent that such provisions apply to this agreement.
25. Compliance with Procurement of recovered materials: BMCAP shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]. BMCAP shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement.
26. Breach of Contract: Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms. BM-CAP agrees to comply with the terms and conditions as set forth in the State Contract P-37 document #8, which provides for such sanctions and penalties as appropriate.
27. Equal Employment Opportunity. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
- (a) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - (b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - (d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - (e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 - (f) Compliance with 29 CFR part 38 and all other regulations implementing the laws listed above.
 - (g) BMCAP shall agree by signature to this agreement to comply with the requirement to include equal opportunity clause outlined below. Except as otherwise provided under 41 CFR Part 60, all contracts

that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (h) During the performance of this contract (agreement), the contractor (BM-CAP) agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (i) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (j) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to

protect the interests of the United States.

28. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). BM-CAP shall certify by signature to this agreement that they are familiar with the Davis-Bacon Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
29. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). BM-CAP shall certify by signature to this agreement that they are familiar with the Contract Work Hours and Safety Standards Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
30. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. BM-CAP shall certify by signature to this agreement that they are familiar with the provisions of the Rights to Inventions Made Under a Contract or Agreement and shall comply with these provisions to the extent they are or become applicable to this agreement.
31. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. BM-CAP shall submit a signed Anti Lobbying form to the OWO for inclusion to this agreement

**NH Department of Business & Economic Affairs
Office of Workforce Opportunity**

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, 2019 through June 30, 2023

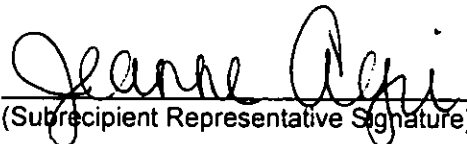
The undersigned certifies, to the best of his or her knowledge and belief, that:

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).

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)

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.


(Subrecipient Representative Signature)

Jeanne Agri, Executive Director
(Authorized Subrecipient Representative Name & Title)

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

5/15/2019
(Date)

**NH Department of Business & Economic Affairs
Office of Workforce Opportunity**

EXHIBIT E

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

The Sub-recipient 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 Sub-recipient'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 (BEA) 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 BEA 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, BEA may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to B E A 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 BEA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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, BEA 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).

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.


(Sub-recipient Representative Signature)

Jeanne Agri, Executive Director
(Authorized Sub-recipient Representative Name & Title)

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

5/15/2019
(Date)

**NH Department of Business & Economic Affairs
Office of Workforce Opportunity**

EXHIBIT F

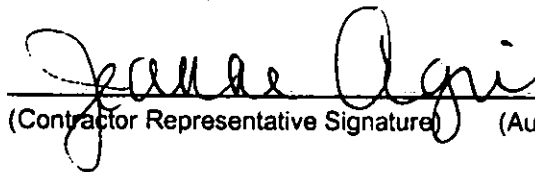
**CERTIFICATION REGARDING
COMPLIANCE WITH SECTIONS 504 OF THE REHABILITATION ACT OF 1973, as
AMENDED AND AMERICANS WITH DISABILITIES ACT OF 1990**

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 BEA 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 BEA 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)).



Jeanne Agri, Executive Director

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

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

5/15/2019

(Contractor Name)

(Date)

**NH Department of Business & Economic Affairs
Office of Workforce Opportunity**

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).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401, and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) b and (3) k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall

continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit G. 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 G, 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 G 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 G are declared severable.
- f. Survival. Provisions in this Exhibit G regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the

termination of the Agreement.

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

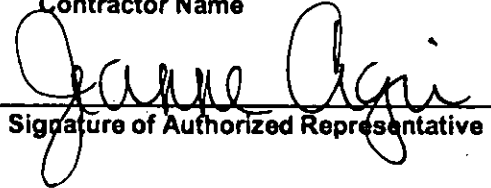
NH Department of
Business and Economic Affairs
The State Agency Name


Signature of Authorized Representative

Jacqueline Heuser, WIOA Director
Name of Authorized Representative

5/30/19
Date

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


Signature of Authorized Representative

Jeanne Agri, Executive Director
Name of Authorized Representative

5/15/2019
Date

**NH Department of Business & Economic Affairs
Office of Workforce Opportunity**

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:

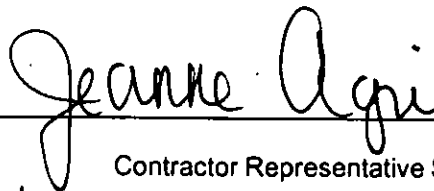
- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the 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 Business and Economic Affairs and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act

Jeanne Agri, Executive Director



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

Contractor Representative Signature

FORM A

As the Contractor/Subrecipient 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 X

NO

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 X

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: Name:

Amount: Name:

Amount:

Name:

Amount:

Name:

Amount:

**NH Department of Business & Economic Affairs
Office of Workforce Opportunity**

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);
 - (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

QA

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.

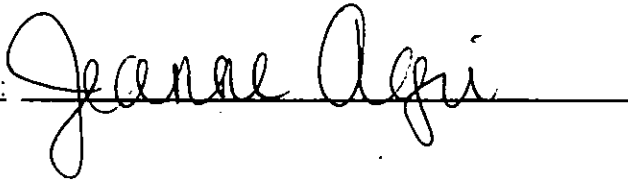
Place of Performance: 2 Industrial Park Drive, Concord, NH 03110

Period Covered by this Certification: From: July 1, 2019 To: June 30, 2023

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

Name & Title of Authorized Contractor Representative: Jeanne Agri, Executive Director

Contractor Representative Signature:

A handwritten signature in black ink, appearing to read "Jeanne Agri", is written over a horizontal line.

Attachment A
Senior Community Service Employment Program (SCSEP)
Programmatic Assurances
Program Year 2019

BM-CAP must certify that they will conform to these assurances throughout the period of the contract by checking each of the assurances below. These assurances apply fully to any sub-recipient, local project, or grantee staff involved in the delivery of services.

You agree to:

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 your assigned service area as listed in the latest Minority Report.
- ☒ Develop and implement strategies to recruit applicants who have priority of service as defined in Older Americans Act section 518(b)(1)-(2) and by the VOW (Veterans Opportunity to Work) to Hire Heroes Act of 2011.

Individuals with priority are those who:

- ☒ Are covered persons in accordance with the VOW (covered persons who are SCSEP-eligible must receive services instead of or before all non-covered persons);
- ☒ Are 65 years or older;
- ☒ Have a disability;
- ☒ Have limited English proficiency;
- ☒ Have low literacy skills;
- ☒ Reside in a rural area;
- ☒ Have low employment prospects;
- ☒ Have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act (WIOA); or
- ☒ Are homeless or are at risk for homelessness.

Assessment

- ☒ Assess participants at least twice per 12-month period, or more frequently if appropriate.
- ☒ 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 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 reflect other approaches to self-sufficiency, transition to other services or programs.
- ☒ Rotate participants to a new host agency (or a different assignment within the host agency) based on a rotation policy approved by the Employment and Training Administration (ETA) in the grant agreement and only after making an individualized determination 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

- ☒ Base the initial community service assignment on the assessment made at enrollment.
- ☐ Select only designated 501(c)(3) organizations or public agencies as host agencies.
- ☒ Put in place procedures to ensure adequate supervision of participants at host agencies.
- ☒ Ensure safe and healthy working conditions at the community service assignment through annual monitoring of the host agency site and annual safety consultation with the participant at the host agency site.

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 a physical examination.
- ☒ Not obtain a copy or use the results of the physical examination to establish eligibility or for any other purpose.

Host Agencies

- ☒ Develop and implement methods for recruiting new host agencies to provide a variety of training options that enable participants to increase their skill level and transition to unsubsidized employment.
- ☒ Comply with maintenance of effort: Ensure that community service assignments do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. You must specifically ensure that community service assignments 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 participants and host agencies, including information on:
 - ☒ Project goals and objectives
 - ☒ Participant rights and responsibilities
 - ☒ Community service assignments
 - ☒ Opportunities for paid training outside the community service assignment
 - ☒ Available supportive services
 - ☒ Availability of free physical examinations
- ☒ Local staff must address the topics listed above and provide additional orientation to participants on:
 - ☒ SCSEP goals and objectives
 - ☒ Grantee and local project roles, policies, and procedures
 - ☒ Holiday and sick leave
 - ☒ Assessment process
 - ☒ Development and implementation of IEPs
 - ☒ Evaluation of participant progress
 - ☒ Health and safety issues related to each participant's assignment
 - ☒ Role of supervisors and host agencies
 - ☒ Maximum individual duration policy, including the possibility of an extension, if applicable, and the

documentation required to support an extension

☒ Termination policy

☒ Grievance procedure

Wages

☒ Provide participants with the highest applicable required wage (highest of Federal, state, or local minimum wage for the most nearly comparable covered employment or minimum wage under the Fair Labor Standards Act of 1938, or the prevailing rate of pay for persons employed in similar public occupations by the same employer) for time spent in orientation, training, and community service assignments.

Participant Benefits

☒ Provide workers' compensation, other benefits required by state or Federal law (such as unemployment insurance), and the costs of physical examinations.

☒ Provide compensation for scheduled work hours during which the participant's host agency is closed for Federal holidays, which may be paid or in the form of rescheduled work time, and establish written policies related to this compensation.

☒ Establish written policies relating to approved breaks in participation and any necessary sick leave that is not part of an accumulated sick leave program.

☐ 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 your approved policy allows for an extension and the participant meets the extension criteria.

☒ Notify participants of your 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.

Transition Services

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

☒ Begin transition planning for participants who will exit for durational limit at least 3-6 months prior to their exit date.

Termination Policies

- ☒ Provide a 30-day written notice for all involuntary terminations that states the reason for termination and informs the participants of grievance procedures and right to appeal.
- ☒ Maintain written termination policies in effect and provide to participants at enrollment:
- ☒ Provision of false eligibility information by the participant
- ☒ Incorrect initial eligibility determination at enrollment
- ☒ Income ineligibility determined at recertification
- ☒ Participant has reached individual durational limit
- ☒ Participant has become employed while enrolled
- ☒ MEP-related termination
- ☒ Cause (must be approved by ETA prior to implementation)

Equitable Distribution

- ☒ Comply with the equitable distribution plan for each state in which the grantee operates and only make changes in the location of authorized positions within a state in accordance with the state equitable distribution plan and with prior ETA approval.
- ☒ Comply with the authorized position allocations/equitable distribution listed at www.scseped.org.
- ☒ Collaborate with all grantees authorized to serve in a state in which you operate 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.
- ☒ Develop a written monitoring tool that lists items you will review during monitoring visits, and provide this tool to sub-recipients and local project operators.
- ☒ Develop an annual monitoring schedule, unless the federal project officer approves a different standard; notify sub-recipients and local project operators of monitoring plans; and monitor subrecipients 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 subrecipients 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-recipient 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 that the project may continue to operate and provide services under emergency circumstances.

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 development boards, American Job 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.

Sub-Recipient Selection (If Applicable)

N/A In selecting sub-recipients in areas with a substantial population of individuals with barriers to employment, national grantees will 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 the 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 by the grantee or sub-recipient separately 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 and SPARQ or other data system logins).
- ☒ Ensure that BEA/ETA/SCSEP national office is immediately notified 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 the grant comply with all SPARQ and other data system access and security rules.

Documentation

- ☒ Maintain all documentation required for compliance with record retention rule set forth in the first bullet of the prior section, Maintenance of Files and Privacy Information.
- ☒ 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.

Data Collection and Reporting

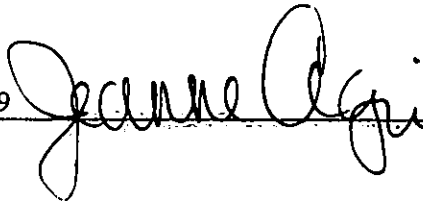
- ☒ Ensure the collection and reporting of all SCSEP required data according to specified time schedules.
- ☒ Ensure the use of the Office of Management and Budget-approved SCSEP data collection forms and the SCSEP Internet data collection and evaluation system, SPARQ, or the successor data system as designated by ETA.
- ☒ 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., Training and Employment Guidance Letters, Data Collection and Data Validation Handbooks, and the Older Worker Community of Practice).
- ☒ Ensure data are entered directly into the WDCS/SPARQ, or the successor data system as designated by ETA.
- ☒ 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 collect and 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.

If the grantee is not in compliance with any of the assurances above, provide information on a separate attachment indicating what specific steps the grantee is taking to conform to these standard grant requirement(s).

By signing below, I certify that BM-CAP will comply with each of the listed requirements and will remain in compliance for the duration of the contract period.

Jeanne Agri, Executive Director
Signature of Authorized Representative

5/15/2019



State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 63021

Certificate Number: 0004482211



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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.**

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Budget Analyst, 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 Natural and Cultural Resources
- New Hampshire Office of Strategic Initiatives (OSI) for Low Income Energy Assistance, Weatherization, SEAS and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- 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 January 10, 2019, and has not been amended or revoked and remains in effect as of the date listed below.

5/15/2019

Date



Dennis T. Martino
Secretary/Clerk

SEAL

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 01/10/2019, such authority to be in force and effect until 6/30/2023 (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:

Jeanne Agri, Executive Director
Michael Tabory, Deputy Director
Steven E. Gregoire, Budget Analyst
Sara A. Lewko, President, Board of Directors

(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 15th day of May, 20 19.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 15th day of May, 20 19, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


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

Commission Expiration Date:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2019

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE: (603) 659-3218 FAX: (603) 645-4331 E-MAIL: kshaughnessy@crossagency.com ADDRESS:	
INSURED Community Action Programs, Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: Granite State Health Care and Human Services Self- INSURER C: Federal Ins Co INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18-19 AM/19-20 WC & D&O

REVISION NUMBER:

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

INER LTR	TYPE OF INSURANCE	ADDRESSOR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK1887527	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK1887541	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHU8849174	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	HCHS20190000100(3a.) NH	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability		82471794	04/01/2019	04/01/2020	Limit 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of NH, Dept. of Business & Economic Affairs
Off. of Workforce Opportunity
1 Eagle Square
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

Janetha Longo

PROFESSIONAL PROFILE

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

PROFESSIONAL SKILLS

Operations Management Team
Building & Leadership Strategic
Business Planning

Community Needs Assessment
Staff Supervision & Development
Strategic Planning

Budget Development
Community Partnerships
Project Management

WORK EXPERIENCE

Community Action Program Belknap-Merrimack

2018-Present

Executive Director

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

Southern New Hampshire Services, Manchester, NH

Education and Nutrition Operations Director

2016 - Present

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

Jeanne Agri

Director of Child Development Programs

2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research-based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities, and transportation
- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customer expectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs

1999-2001

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

New Hampshire Technical College, Nashua, NH

Instructor

1995-1997

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

EDUCATION

Southern New Hampshire University, Manchester, NH

Master's in Business Administration

June 2017

Notre Dame College, Manchester, NH

Bachelors of Arts in Elementary Education

1981

MICHAEL TABORY

SUMMARY OF QUALIFICATIONS

Over 20 years of demonstrated leadership in non-profit, corporate, and consulting management and supervisory roles, including Human Resources, Information Management & Technology Infrastructure, Project Management, Operations Management, and Sales & Marketing Management.

HIGHLIGHTS

- Strong decision making and multi-tasking skills in a dynamic business environment.
- Effective utilizing a Strength Based approach to leadership and management through the identification of strengths, qualities and skills of individuals.
- Excellent verbal and written communications skills in a business environment.
- Strong analytical and problem solving skills.
- Demonstrated skills in business process analysis, requirements definition and project scoping for software solutions and implementation.
- Proven experience managing compliance with Federal and State program regulations.
- Open minded, with a positive attitude.

PROFESSIONAL EXPERIENCE

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

PO Box 1016, Concord, NH 03302

October 2018 – Present

Deputy Director

- Assists the Executive Director in the financial management, operations management and execution of the mission of Community Action Program Belknap-Merrimack Counties, Inc.
- Works closely with the Executive Director and in partnership with the entire staff, to ensure the smooth operation of the organization's key day-to-day functions.
- Oversees the personnel structure of the Agency and ensures compliance with federal, state and local laws and regulations and agency personnel policies.
- Develops collaborative professional relationships with other Agency staff, community-based providers and regulatory/funding sources.
- Performs program oversight and management, including interviewing, hiring, scheduling, training, supervising, evaluating and developing subordinate staff, and resolving employee problems; assigns tasks to maximize individual and team performance; ensures compliance with Agency policies and procedures.
- Provides oversight and leadership of Agency technology infrastructure, and works with Executive Director to develop facilities grown
- Assists Board of Director subcommittees with their role in planning, monitoring and evaluating the Agency's programs.

SOUTHERN NEW HAMPSHIRE SERVICES

PO Box 5040, Manchester, NH 03108

August 2006 – October 2018

Human Resources Director (March 2009 – October 2018)

- Manage all agency Human Resource office functions.
- Responsible for ensuring compliance with all Federal and NH State labor law, including but not limited to ADA, FMLA, FLSA, Anti-Discrimination, wage and hour.
- Work with leadership team in the ongoing development, review and revision of agency Personnel Policies.

- Provide leadership, guidance, and training to agency directors, managers and supervisors regarding hiring, performance management, disciplinary action and employment termination.
- Recommend and assist in coordination of technology infrastructure, including mission critical information management software solutions, telecommunications, and connectivity.
- Introduced and led the implementation process of migrating the agency's Human Resource Management and Payroll to a cloud based solution.
- Defined, designed and led the implementation of the agency intranet (iNet). Maintain content of iNet and provide technical support to agency website content and site maintenance.
- Coordinate purchase requisition and receiving for all agency technology purchases including computers, tablets, software, and printers to ensure consistency and compatibility of products placed on our network, and support by MIS department.
- Participate in agency insurance renewal decisions and maintenance, including Health, Vision, Dental, Property and Casualty, Directors and Officers, Workers Compensation.
- Act as Safety Coordinator in conjunction with the agency Joint Loss Committee.

WIA Quality Assurance Manager and Statewide Monitor (August 2006 - March 2009)

- Responsible for reviewing and ensuring eligibility and federal compliance of all WIOA participants.
- Provide eligibility and data validation training to all WIA staff.
- Maintain WIA Operations Manual.
- Contribute and review program grant submissions.
- Responsible for on-site program monitoring of all WIA Career Navigators statewide including subcontracted CAP agencies to ensure program compliance with federal regulations.

THE WILLIAM PALMER HOMESTEAD GROUP

PO Box 916, Milton, NH 03851

November 2001 - August 2006

Owner/Independent Consultant

- Database and Website architecture, design, development, and maintenance.
- Small and large scale Project Management.
- Office workflow analysis.
- Graphic Design and Marketing Support.

CHORUSAMERICA, LLC

650 Islington Street, Portsmouth, NH 03801

April 2001 - October 2001

Project Manager/Consultant & Business Development Manager

- Responsible for all aspects of planning and managing implementation of eBusiness solutions for Fortune 1000 companies, including resource allocation, budgeting, and time management.
- Responsible for working with clients and developers to define Design Specifications, Project Scope, and Project Plans.
- Define Marketing campaigns; produce marketing collateral and customer communications, presentations and corporate message.

PREFERRED CAPITAL CORPORATION

100 Main Street, Suite 150, Dover, NH 03820

March 1998 - January 2001

Credit Manager / Human Resources Manager / MIS Manager

- Define and implement credit department policies and procedures for the New Hampshire office.
- Responsible for relationship and communication with national funding sources.
- Responsible for recruiting, interviewing, hiring, discipline and morale of office personnel.
- Responsible for definition and enforcement of company policies and overall office operations.
- Ensure smooth operation of office technology including, network, phone system, and end user support.
- Provide Marketing Creative, Collateral and Support, Sales Statistics and Analysis.

CABLETRON SYSTEMS, INC.

35 Industrial Way, Rochester, NH 03867

February 1992 - March 1996

SPECTRUM International Partners Program Manager

- Provide marketing support and recruit new network technology manufacturers and vendors for product integration with Cabletron's SPECTRUM.
- Responsible for marketing and managing the Partners Program and its staff.

Software Engineer

- Responsibilities include technical leadership and project coordination in multi-engineer and cross-departmental projects.
- Responsible for all phases of development of mission critical information management applications.

ADDITIONAL EXPERIENCE

- Town of Milton NH Zoning Board of Adjustment – Chairperson.
- Town of Milton NH Planning Board – Chairperson.
- Friends of the Milton Free Public Library (non-profit organization) – Chairperson.
- Over 10 years of customer service and sales experience and over 3 years of sales leadership.
- Landlord – owner-occupied three-unit historic residence.
- Greyhound Pets of America – volunteer and foster home.

EDUCATION

SOUTHERN NEW HAMPSHIRE UNIVERSITY

Portsmouth, NH – MBA coursework

UNIVERSITY OF NEW HAMPSHIRE

Durham, NH - Bachelor of Science - Computer Science 1991

UNIVERSITY OF LANCASTER

Lancaster, Lancashire, England - Computer Science - 1987-1988

JODY S. MARLEY

JOB QUALIFICATIONS

Twenty years of management/leadership experience accompanied by excellent forecasting, budgeting and accounting skills. I am results driven and strive to set and attain goals for myself and my staff. I promote independent thinking and problem-solving. I encourage others to grow in all areas of their personal and professional lives.

CAREER OBJECTIVES

- To use my outstanding leadership abilities and business skills to enhance quality programs for my employer.
- To ensure the efficient and effective use of employees and maintain employee/customer satisfaction.

CAREER EXPERIENCES

Community Action Program-Belknap-Merrimack Counties, Inc. Concord, NH Feb 2018-present
Senior Accountant – Non-Profit Agency – annual budget \$23,000,000

- Direct supervision of 2 employees
- Oversight of all grant funding
- Review and approve all Journal Entries, Bank Reconciliations, AP Entries
- Prepare audit workpapers for annual audits
- Pull down federal funding from PMS system
- Provide monthly financial statements to banks and Board of Directors
- Prepare quarterly and annual funding reports through PMS and EGRANTS
- Review bi-weekly payroll
- Maintains and updates fiscal manuals, policies and procedures as needed

Crawford County Drug & Alcohol Executive Commission Meadville, PA Nov 2016 – Nov 2018
Chief Fiscal Officer/HR Manager– Non-Profit Agency – annual budget \$3,000,000

- Direct supervision of 3 employees
- Managed all grant funding sources – 16 funding streams
- Responsible for conversion of DOS accounting system to new system – Blackbaud
- Assisted in the conversion from manual Healthcare billing to using a software system – Celerity
- Responsible for the conversion from manual payroll to the ECCA payroll system
- Prepared budgets for organization, local, state and federal agencies
- Prepared monthly financial reports for Board of Directors
- Prepared audit information for outside auditors
- Oversight of the billing process to ensure proper billing of insurance claims
- Handled all Human Resource functions of the agency, interviewing, on-boarding, benefits

- Prepared cost allocation plans, implementation of plans, and updates as necessary when new funding streams were recognized, and as employee positions changed or were added
- Wrote and updated accounting policies and procedures, and assisted on updating agency manual
- Ensured internal controls were in place and continuously monitored

Boys and Girls Club of the SunCoast Largo, FL Feb 2016-Nov 2016
Chief Financial Officer – Non-Profit Agency – annual budget \$3,500,000

- Filed monthly grant reports to pull down funding
- Managed grants and assisted in development of new funding streams
- Processed payroll (ADP), Accounts Payables and Accounts Receivables
- Prepared financial statements for Board of Directors
- Wrote allocation plan for staff
- Prepared annual budgets
- Prepared and provided analytical reports for CEO and Board of Directors

Lutheran Services Florida – Head Start/Early Head Start Largo, FL January 2015-Feb 2016
Acting VP of Finance/Director of Internal Controls
Senior Director of Finance – Pinellas County Head Start/Early Head Start

Responsible for oversight of financial team for Head Start/Early Head Start programs in Duval County, Palm Beach County, and Pinellas County. Total budgets exceed \$60M. Responsibilities include, but are not limited to the following:

- Developed high performance financial staff structure.
- Key staff in the conversion from old software program to new program.
- Consolidated monthly financial statements for Board of Directors and Executive Director
- Prepared cost allocation plans
- Prepared and maintain statewide budget
- Developed COSO internal controls process
- Monitored finance offices
- Prepared risk analysis
- Wrote comprehensive finance Policies and Procedures
- Team leader for Audit and Federal Reviews
- Monitored administrative cost rates as to not exceed 15%
- Assisted with development of county budgets
- Reviewed and approved contracts and leases
- Prepared budget analysis and variance reports
- Wrote budget for 2016 grant year
- Developed cost allocation plan to correctly allocate expenditures between funding streams
- Prepared Financial Statements for Policy Council and Board of Directors
- Directly supervised staff of 2 employees – Accounts Payable, Grants Administrator
- Oversaw correct allocations of 267 employees through ADP program
- Prepared budget analysis on a monthly basis
- Developed internal controls for finance office
- Wrote policy for finance offices
- Prepared and filed all required Head Start semi-annual and annual reports

Crawford County Commissioners Meadville, PA July 2009-December 2014

CFO/HR Manager – Crawford County, Pennsylvania (Promotion)

Chief Fiscal Officer – Human Services Division of Crawford County

Responsible for oversight of all financial and Human Resource operations of Crawford County – a 6th Class county in northwestern Pennsylvania. The total county budget exceeds \$65M annually. Responsibilities include, but are not limited to the following:

- Lead dynamic team of financial staff: 15 staff accountants, fiscal technicians and fiscal assistants.
- Prepared audit schedules, and accruals for yearly County audit by external auditors.
- Oversight of county grants management and reporting requirements.
- Oversight of accounts payable, accounts receivable, grant applications and payroll operations for the county.
- Responsible for budget preparation working with all county departments.
- Accountable for county pension plan for county employees
- Developed employee benefit plans, with an annual savings of \$3M per year for benefits costs
- Financial management representative for union negotiations – 7 unions
- Asset management and depreciation
- All county insurances for General Liability, Workers' Compensation, Fleet Insurance
- Bond management for issuance of bonds and subsequent debt payment schedules.
- Developed and implemented policies and procedures for the County.
- Negotiated healthcare renewals and developed rates for employees
- Developed salary scales for non-union staff
- Settled contracts with 7 unions, handling grievances and negotiating contracts
- Wrote personnel policies for County
- Managed County pension fund reconciliations for outside auditors
- 4 successful audits with no findings
- Prepared audit schedules and reconciliations – seven audits completed within two years, with significantly reduced findings each year.
- Grant management of eight Federal and State programs.
- Oversight of fiscal reporting to DPW and other state and federal agencies on quarterly and annual basis.
- Direct supervision eight employees – realigning duties and responsibilities based on skills and strengths.
- Assisted in the decision-making process of software development for the agency.
- Cash flow maintenance – average daily balance \$6.8M
- Budget forecasting and preparation using Excel and Eden software programs keeping spending under budget for three years. (zero based budgeting process – non-profit programs)
- Oversight of Accounts Receivables of \$22M and Payables of \$22M.
- Developed cost allocation plans, desk procedures, and fiscal policies for county.
- Responsible for oversight of the billing and accounts receivable department.

PENNCREST School District Saegertown, PA Dec 1994- July 2006

Director/Financial Manager – Day Care/Head Start programs

Fiscal Manager – Day Care/Head Start programs

Responsible for all fiscal operations of the Preschool and Head Start divisions of school district. Promoted to Director within two years of initial hire date. Combined preschool enrollment was over 175 students.

- Restructured programs to operate more cost effectively.
- Developed Pre-Kindergarten programs for the three preschools.
- Managed Keystone Stars program for preschools – receiving two stars at one location and four stars at the other.
- Successful oversight of the accreditation process for preschools.
- Responsible for 1.5M budget
- Prepared all financial statements and reports for school board and auditors
- Developed and implemented fund-raising activities for preschools
- Supervised, trained and evaluated staff of fifteen.
- Designed spreadsheet programs to streamline accounting systems
- Successfully wrote federal and state grants for programs – grant amounts exceeded \$400K.
- Prepared payroll reconciliations for staff of 32 employees
- Managed all accounts payables and receivables in excess of \$400K
- Reconciled bank statements

EDUCATION

B.S. Accounting 3.88 GPA Mercyhurst College Summa Cum Laude
 M.A. Org Leadership 3.82 GPA Mercyhurst College

COMPUTER SKILLS

Eden	MAS90	AS400	Quickbooks	I-Cams (CAPPS)	KRONOS
Excel	PowerPoint	Word	Peachtree	Promise Fiscal Systems	SharePoint
MIP (Abila)	Navision	Financial Edge	Celerity Billing	ECCA Payroll Systems	
ADP Payroll systems					

Community Action Program Belknap-Merrimack Counties, Inc.

**Department of Business and Economic Affairs
Office of Workforce Opportunity**

Senior Community Services Employment Program (SCSEP)

Name	Job Title	Salary/Benefits
Jeanne Agri	Executive Director	\$ 173,805.74
Michael Tabory	Deputy Director	\$ 142,614.40
Jody Marley	Senior Accountant	\$ 87,006.55

Financial Statements

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

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended February 28, 2018.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2018 and February 28, 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 30, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2017, is consistent, in all material respects, with the audited financial statements from which it was derived.

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 8, 2019, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 1,751,685	\$ 1,732,344
Accounts receivable	2,993,405	2,161,972
Inventory	26,567	21,530
Prepaid expenses	88,287	94,315
Investments	<u>98,753</u>	<u>85,225</u>
Total current assets	<u>4,958,697</u>	<u>4,095,386</u>
PROPERTY		
Land, buildings and improvements	4,634,220	4,618,289
Equipment, furniture and vehicles	<u>6,227,722</u>	<u>5,838,444</u>
Total property	10,861,942	10,456,733
Less accumulated depreciation	<u>6,936,808</u>	<u>6,818,622</u>
Property, net	<u>3,925,134</u>	<u>3,638,111</u>
OTHER ASSETS		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
TOTAL ASSETS	<u>\$ 9,023,272</u>	<u>\$ 7,872,938</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 172,745	\$ 163,753
Accounts payable	1,443,697	847,707
Accrued expenses	1,056,676	1,019,426
Refundable advances	<u>1,187,333</u>	<u>1,159,331</u>
Total current liabilities	3,860,451	3,190,217
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>962,781</u>	<u>1,151,156</u>
Total liabilities	<u>4,823,232</u>	<u>4,341,373</u>
NET ASSETS		
Unrestricted	3,497,187	2,887,454
Temporarily restricted	<u>702,853</u>	<u>644,111</u>
Total net assets	<u>4,200,040</u>	<u>3,531,565</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 9,023,272</u>	<u>\$ 7,872,938</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 17,935,847	\$ -	\$ 17,935,847	\$ 15,822,185
Other funds	1,538,501	2,870,131	4,408,632	4,769,775
In-kind	1,147,978	-	1,147,978	1,100,528
United Way	30,517	-	30,517	43,751
Realized gain on sale of property	-	-	-	20,250
Total revenues and other support	20,652,843	2,870,131	23,522,974	21,756,489
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,811,389</u>	<u>(2,811,389)</u>	<u>-</u>	<u>-</u>
Total	<u>23,464,232</u>	<u>58,742</u>	<u>23,522,974</u>	<u>21,756,489</u>
EXPENSES				
Salaries and wages	8,295,198	-	8,295,198	7,973,527
Payroll taxes and benefits	2,054,965	-	2,054,965	1,997,820
Travel	281,239	-	281,239	277,832
Occupancy	1,222,773	-	1,222,773	1,134,026
Program services	7,979,371	-	7,979,371	7,104,507
Other costs	1,636,269	-	1,636,269	1,512,410
Depreciation	236,706	-	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total expenses	<u>22,854,499</u>	<u>-</u>	<u>22,854,499</u>	<u>21,326,281</u>
CHANGE IN NET ASSETS	609,733	58,742	668,475	430,208
NET ASSETS, BEGINNING OF YEAR	<u>2,887,454</u>	<u>644,111</u>	<u>3,531,565</u>	<u>3,101,357</u>
NET ASSETS, END OF YEAR	<u>\$ 3,497,187</u>	<u>\$ 702,853</u>	<u>\$ 4,200,040</u>	<u>\$ 3,531,565</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 668,475	\$ 430,208
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	236,706	225,631
Gain on sale of property	-	(20,250)
(Increase) decrease in current assets:		
Accounts receivable	(831,433)	481,783
Inventory	(5,037)	8,393
Prepaid expenses	6,028	6,609
Increase (decrease) in current liabilities:		
Accounts payable	595,990	(335,107)
Accrued expenses	37,250	45,752
Refundable advances	28,002	37,296
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>735,981</u>	<u>880,315</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(523,729)	(127,048)
Investment in partnership	(13,528)	(12,919)
Proceeds from sale of property	-	20,250
NET CASH USED IN INVESTING ACTIVITIES	<u>(537,257)</u>	<u>(119,717)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(179,383)	(152,251)
NET CASH USED IN FINANCING ACTIVITIES	<u>(179,383)</u>	<u>(152,251)</u>
NET INCREASE IN CASH	19,341	608,347
CASH BALANCE, BEGINNING OF YEAR	<u>1,732,344</u>	<u>1,123,997</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,751,685</u>	<u>\$ 1,732,344</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 73,582</u>	<u>\$ 109,150</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Program</u>	<u>Management</u>	<u>2018 Total</u>	<u>2017 Total</u>
Salaries and wages	\$ 8,026,291	\$ 268,907	\$ 8,295,198	\$ 7,973,527
Payroll taxes and benefits	1,948,839	106,126	2,054,965	1,997,820
Travel	279,829	1,410	281,239	277,832
Occupancy	1,107,004	115,769	1,222,773	1,134,026
Program Services	7,979,371	-	7,979,371	7,104,507
Other costs:				
Accounting fees	24,915	27,549	52,464	48,888
Legal fees	5,137	-	5,137	45,447
Supplies	236,553	26,718	263,271	259,191
Postage and shipping	49,153	1,052	50,205	55,100
Equipment rental and maintenance	1,680	-	1,680	5,503
Printing and publications	3,643	27,649	31,292	13,967
Conferences, conventions and meetings	13,730	9,544	23,274	27,628
Interest	68,274	5,308	73,582	109,150
Insurance	123,457	35,257	158,714	158,030
Membership fees	19,045	8,668	27,713	19,672
Utility and maintenance	185,882	64,390	250,272	123,416
Computer services	21,517	17,179	38,696	36,678
Other	645,081	14,888	659,969	609,740
Depreciation	231,959	4,747	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total functional expenses	<u>\$ 22,119,338</u>	<u>\$ 735,161</u>	<u>\$ 22,854,499</u>	<u>\$ 21,326,281</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

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 in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement 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, 2018 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$702,853.

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, 2017, from which the summarized information was derived.

Income Taxes

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

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2014.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2014 through 2017), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

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 \$1,147,978 in donated facilities, services and supplies for the year ended February 28, 2018 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$292,141 for the year ended February 28, 2018.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$846,237 for the year ended February 28, 2018.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$9,600 for the year ended February 28, 2018.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2018 totaled \$32,655.

Inventory

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

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, 2018. 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 \$1,187,333 as of February 28, 2018.

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, 2018 totaled \$202,725.

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 twenty years. For the year ended February 28, 2018, the annual lease expense for the leased facilities was \$479,964.

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

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2019	\$ 449,443
2020	405,088
2021	339,230
2022	88,762
2023	88,762
Thereafter	<u>1,053,765</u>
Total	<u>\$ 2,425,050</u>

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$369,827 at February 28, 2018.

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 (4.50% for the year ended February 28, 2018) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2018.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2018:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.

\$ 773,551

3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.

71,843

7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.

290,132

Total
Less amounts due within one year

1,135,526

172,745

Long term portion

\$ 962,781

The scheduled maturities of long-term debt as of February 28, 2018 were as follows:

**Year Ending
February 28**

Amount

2019	\$ 172,745
2020	183,269
2021	194,445
2022	206,317
2023	281,158
Thereafter	<u>97,592</u>
	<u>\$ 1,135,526</u>

9. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 29, 2018:

Land	\$ 168,676
Building and improvements	4,465,544
Equipment and vehicles	<u>6,227,722</u>
	10,861,942
Less accumulated depreciation	<u>6,936,808</u>
Property and equipment, net	<u>\$ 3,925,134</u>

Depreciation expense for the year ended February 28, 2018 was \$236,706.

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, 2018.

During the year ended February 28, 2018, the Corporation for National and Community Service (CNCS) conducted a monitoring of its program and found that the Organization was not in full compliance with the program requirements. As a result, CNCS disallowed \$37,000 of grant expenditures. The Organization returned the funds in full during April 2018.

11. CONCENTRATION OF RISK

For the year ended February 28, 2018, approximately \$11,000,000 (47%) 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.

12. TEMPORARILY RESTRICTED NET ASSETS

At February 28, 2018, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Senior Center	\$ 127,746
Elder Services	390,089
NH Rotary Food Challenge	5,067
Common Pantry	5,912
Community Crisis	3,578
Caring Fund	14,272
Agency-FAP	14,746
Agency-H/S	140,978
Other Programs	<u>465</u>
	<u>\$ 702,853</u>

13. RELATED PARTY TRANSACTIONS

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

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

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2018.

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

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

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

The total amount due from the related parties (collectively) at February 28, 2018 was \$114,032 and is included in accounts receivables.

14. 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.

15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$97,753 at February 28, 2018.

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

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

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

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

At February 28, 2018, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	\$ 84,225
Total gains (losses) - realized /unrealized	9,528
Purchases	<u>4,000</u>
Ending Balance – mutual funds	<u>\$ 97,753</u>

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

The Organization invested \$1,000 during the year ended February 28, 2018 in a Partnership, The Lakes Region Partnership for Public Health.

16. FISCAL AGENT

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

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 8, 2019, 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, 2018**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Head Start	93.600		01CH2052-03-01/01CH2052-04-01	\$ 4,116,021	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	G-18/17B1NHLJEA	3,824,832	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	G-18/17B1NHLJEA	113,069	
Low Income Home Energy Assistance Program-HRRP	93.568	State of New Hampshire	G-18/17B1NHLJEA	253,291	
			TOTAL	4,191,292	
Community Services Block Grant	93.569	State of New Hampshire	G-17B1NHCOSR	573,106	
Social Services Block Grant-Home Delivered & Congregate	93.667	State of New Hampshire	05-95-48-481010-8255	285,652	
Social Services Block Grant-Service Link	93.667	State of New Hampshire	545-500387	8,920	
			TOTAL	294,772	
TANF CLUSTER					
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-6146	29,305	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-61270000	244,177	
			CLUSTER TOTAL	273,482	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	05-95-48-481010-7872	138,211	
Title III, Part B-SEAS	93.044	State of New Hampshire	G-18/17B1NHLJEA	5,678	
Title III, Part C-Congregate Meals	93.045	State of New Hampshire	05-95-48-481010-7872	195,698	
Title III, Part C-Home Delivered	93.045	State of New Hampshire	05-95-48-481010-7872	395,026	
NSIP	93.053	State of New Hampshire	1056477	259,369	
			CLUSTER TOTAL	694,202	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire		377,106	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire		26,102	
			CLUSTER TOTAL	403,208	
MEDICAID CLUSTER					
Medical Assistance Program-Veterans Independent Program	93.778	Gateways Community Services		37,029	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	81,401	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	U62PS003655	6,779	
MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER					
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire	05-95-90-902010-0631	100,416	
Maternal & Child Health Services Block Grant to the States	93.994	State of New Hampshire	05-95-90-902010-5190	10,431	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	40,552	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	24,551	
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire	102-500731	16,818	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	9,196	
			HHS TOTAL	\$ 11,173,280	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	15154NH743W5003	\$ 743,425	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y8303	79,303	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	237,797	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	157,463	

See Notes to Schedule of Expenditures of Federal Awards

Continued

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.565	State of New Hampshire	15154NH814Y8005	724,422	\$ 535,805
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	181,212	
Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	1,562,830	1,562,830
			CLUSTER TOTAL	2,468,264	\$ 2,098,435
			USDA TOTAL	\$ 3,686,252	
CORPORATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.016		16SCANH001	\$ 350,074	
			CNCB TOTAL	\$ 350,074	
US DEPARTMENT OF TRANSPORTATION					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	\$ 532,899	
Formula Grants for Rural Areas-Winnepesaukee Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	16,500	
			TOTAL	549,399	
TRANSIT SERVICES PROGRAMS CLUSTER					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	9,130	
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	Bus 1605 and 1606	94,826	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	74,764	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	2 buses	118,575	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	Merrimack County	NH-65-X001	72,886	
			CLUSTER TOTAL	370,281	
			DOT TOTAL	\$ 919,680	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Supportive Housing Program-Outreach	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	\$ 88,692	
Supportive Housing Program-Homeless	14.235	State of New Hampshire	NONE PROVIDED	27,968	
Supportive Housing Program	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	89,782	
			TOTAL	206,442	
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927-102-500731	53,911	
Continuum of Care Program	14.267	State of New Hampshire	05-95-42-423010-7927-102-500731	93,044	
			HUD TOTAL	\$ 353,397	
US DEPARTMENT OF ENERGY					
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	EE0006189	\$ 187,695	
			DOE TOTAL	\$ 187,695	
US DEPARTMENT OF LABOR					
Senior Community Service Employment Program	17.235	State of New Hampshire	1044701	\$ 395,620	
WIA/WIOA CLUSTER					
WIA/WIOA - Adult Program	17.258	Southern New Hampshire Services	0510-53360000-102-500731	71,334	
WIA/WIOA - Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services	0510-53360000-102-500731	68,341	
			CLUSTER TOTAL	139,675	
			DOL TOTAL	\$ 535,296	
			TOTAL	\$ 17,205,653	\$ 2,098,435

See Notes to the Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 INDIRECT COST RATE

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

NOTE 4 FOOD COMMODITIES

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

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 8, 2019.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. 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 Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2018. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program 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 the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program 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 Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2018.

Report on Internal Control Over Compliance

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

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

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

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

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2018

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Head Start 93.600, Corporation for National and Community Service, Senior Companion Program, 94.016
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program 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