



MARGARET WOOD HASSAN  
GOVERNOR

STATE OF NEW HAMPSHIRE  
OFFICE OF ENERGY AND PLANNING  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301-3834  
Telephone: (603) 271-2155  
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www.nh.gov/oep

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March 18, 2013

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

*Sole Source*

**REQUESTED ACTION**

The Office of Energy and Planning (OEP) respectfully requests authorization to enter into a **SOLE SOURCE** contract with Community Action Partnership of Strafford County, (VC #177200), Dover, NH, in the amount of \$607.74 for the Senior Energy Assistance Services Program (SEAS) contingent upon Governor and Executive Council approval through June 30, 2013. 100% Other Funds (NH DHHS).

Funding is available in the following account:

	<u>FY2013</u>
<u>Office of Energy &amp; Planning, Fuel Assistance</u>	
01-02-02-024010-77050000	\$607.74
074-500587 Grants for Pub Assist & Relief	

**EXPLANATION**

SEAS is a statewide program that makes home energy more affordable for households with members who are age sixty or older and not eligible for the New Hampshire Fuel Assistance Program. This contract is sole source based on the historical performance of the community action agencies with the New Hampshire Fuel Assistance Program. The community action agencies determine eligibility for the New Hampshire Fuel Assistance Program and are able to efficiently distribute these funds to households not eligible for that program.

A small federal grant from Older Americans Act funds (Title IIIB) awarded to New Hampshire Department of Health and Human Services' (NH DHHS) Division of Elderly and Adult Services provides funding for the Senior Energy Assistance Services Program.

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

Respectfully submitted,

Meredith A. Hatfield  
Director  
MAH /cml

Subject: Community Action Partnership of Strafford County – SEAS

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address Johnson Hall 107 Pleasant Street Concord, New Hampshire 03301-8501	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address County Farm Road, PO Box 160, Dover, NH 03820	
1.5 Contractor Phone No. (603) 516-8130	1.6 Account Number 01-02-02-024010- 77050000-074-500587 Posting Activity: 02SEAS13	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$607.74
1.9 Contracting Officer for State Agency Celeste Lovett, Fuel Assistance Program Manager		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature <i>E.A. Andrews Parker</i>		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker, Executive Director	
1.13 Acknowledgment: State of <u>NH</u> County of <u>Strafford</u> On <u>March 15, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged 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] <i>Jennifer L. Letson</i>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Jennifer L. Letson, Executive Assistant</i>			
1.14 State Agency Signature <i>M.A. Hatfield</i>		1.15 Name and Title of State Agency Signatory Meredith A. Hatfield, Director Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>K. Allen Brooks</i> On: <i>3/20/13</i>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

(2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

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

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of,

based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Contractor agrees to provide Senior Energy Assistance Program Services to low-income individuals, and agrees to perform all such Services and other work necessary to operate said Services in accordance with the principles and objectives set forth in the Program Year 2013 Fuel Assistance Program Procedures Manual.

Senior Energy Assistance Program Services (SEAS) will be defined to include the following categories:

1. Outreach, eligibility determination and certification of SEAS applicants.
2. Payments directly to energy vendors:
  - a. Reimbursement for goods and services delivered.
3. Emergency Assistance in the form of reimbursement for goods or services.

**EXHIBIT B**

**CONTRACT PRICE**

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of \$607.74 (which hereinafter is referred to as the "funds").

The following funds will be authorized:

\$607.74 for Senior Energy Assistance (SEAS)

The dates for this contract are April 3, 2013 through June 30, 2013.

Approval to obligate the above-awarded funds will be provided in writing by the Office of Energy and Planning to the Contractor. Reimbursements will be made to the Contractor only after written documentation of cash need is submitted to the State. Disbursement of these funds shall be in accordance with procedures established by the State.

## EXHIBIT C

### SPECIAL PROVISIONS

1. Subparagraph 1.16 of the General Provisions, shall not apply to this agreement.
2. On or before the date set forth in Block 1.7 of the General Provisions the Contractor shall deliver to the state an independent audit of the Contractor's entire agency by an independent auditor.
3. This audit shall be conducted in accordance with the audit requirements of Office of Management and Budget (OMB) Circular A-133 Audits of Institutions of Higher Education, and other Non-profit Organizations.
4. The audit report shall include a schedule of revenues and expenditures by contract or grant number during the agency's fiscal year.
5. The audit report shall include a schedule of prior years' questioned costs along with an agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to OEP. The audit shall be forwarded to OEP within one month of the time of receipt by the agency accompanied by an action plan for each finding or questioned cost.
6. Delete the following from paragraph 10 of the General Provisions, "To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."
7. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 10CFR 600.103 and OMB Circular A-122.
8. Program and financial records pertaining to this contract shall be retained by the agency for 3 (three) years from the date of submission of the final expenditure report or until all audit findings have been resolved.
9. The following paragraphs shall be added to the general provisions.
  - i."22. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of these funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."
10. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7).
11. INSURANCE AND BOND
  - 14.1.1 Amend insurance requirements as follows:  
comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate and excess liability of \$1,000,000 general aggregate.

**New Hampshire Office of Energy and Planning**

**STANDARD EXHIBIT D**

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:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Director, New Hampshire Office of Energy and Planning,  
Johnson Hall 107 Pleasant Street, Concord, NH 03301

- (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 drug statute occurring in the workplace no later than five calendar days after such conviction;  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS, cont'd**

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

- (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 (street address, city, county, State, zip code) (list each location)

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

Community Action Partnership  
of Stafford County  
Contractor Name

April 3, 2013 to June 30, 2013  
Period Covered by this Certification

Betsey Andrews Parker, Executive Director  
Name and Title of Authorized Contractor Representative

EA Andrews Park  
Contractor Representative Signature

3/15/13  
Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT E

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:

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):
SEAS

Contract Period: April 3, 2013 to June 30, 2013

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

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

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

EA And Park

Contractor Representative Signature

Executive Director

Contractor's Representative Title

Community Action Partnership of Strafford County 3/15/13

Contractor Name

Date

# New Hampshire Office of Energy and Planning

## STANDARD EXHIBIT F

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

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

#### *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 Office of Energy and Planning's (OEP) 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 OEP 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, OEP may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the OEP agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- (6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by OEP.
- (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by OEP, 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.
- (9) 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, OEP may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - 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).

***Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions***  
(To Be Supplied to Lower Tier Participants)

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.

EA And Path  
Contractor Representative Signature

Executive Director  
Contractor's Representative Title

Community Action Partnership of Stafford  
County  
Contractor Name

3/15/13  
Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

*Ed And Park*

Contractor Representative Signature

*Executive Director*

Contractor's Representative Title

*Community Action Partnership of Stafford County* *3/15/13*

Contractor Name

Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C

ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994", smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug or alcohol treatment.

The above language must be included in any sub-awards that contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

*EA Andr Park*

Contractor Representative Signature

*Executive Director*

Contractor's Representative Title

*Community Action Partnership of Strafford County 3/15/13*

Contractor Name

Date

FAP Approval to Obligate  
Date

Example Only

Exhibit I

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>553,035.00</b>	<b>9,576,150.00</b>	<b>5,250.00</b>	<b>500,001.00</b>	<b>10,634,436.00</b>
EXPECTED BUDGET	553,035.00	7,422,150.00	5,250.00	500,001.00	8,480,436.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	<b>553,035.00</b>	<b>7,422,150.00</b>	<b>5,250.00</b>	<b>500,001.00</b>	<b>8,480,436.00</b>
TOTAL AVAILABLE TO OBLIGATE	553,035.00	7,422,150.00	5,250.00	500,001.00	8,480,436.00
NOT AUTHORIZED TO OBLIGATE	0.00	2,154,000.00	0.00	0.00	2,154,000.00

BMCA

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>81,401.00</b>	<b>1,412,466.00</b>	<b>1,000.00</b>	<b>75,618.00</b>	<b>1,570,485.00</b>
EXPECTED BUDGET	81,401.00	1,092,466.00	1,000.00	75,618.00	1,250,485.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	<b>81,401.00</b>	<b>1,092,466.00</b>	<b>1,000.00</b>	<b>75,618.00</b>	<b>1,250,485.00</b>
TOTAL AVAILABLE TO OBLIGATE	81,401.00	1,092,466.00	1,000.00	75,618.00	1,250,485.00
NOT AUTHORIZED TO OBLIGATE	0.00	320,000.00	0.00	0.00	320,000.00

RCCA

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>79,023.00</b>	<b>1,402,551.00</b>	<b>750.00</b>	<b>76,444.00</b>	<b>1,558,768.00</b>
EXPECTED BUDGET	79,023.00	1,060,551.00	750.00	76,444.00	1,216,768.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	<b>79,023.00</b>	<b>1,060,551.00</b>	<b>750.00</b>	<b>76,444.00</b>	<b>1,216,768.00</b>
TOTAL AVAILABLE TO OBLIGATE	79,023.00	1,060,551.00	750.00	76,444.00	1,216,768.00
NOT AUTHORIZED TO OBLIGATE	0.00	342,000.00	0.00	0.00	342,000.00

SNHS

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>135,549.00</b>	<b>2,179,169.00</b>	<b>1,000.00</b>	<b>122,070.00</b>	<b>2,437,788.00</b>
EXPECTED BUDGET	135,549.00	1,819,169.00	1,000.00	122,070.00	2,077,788.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	<b>135,549.00</b>	<b>1,819,169.00</b>	<b>1,000.00</b>	<b>122,070.00</b>	<b>2,077,788.00</b>
TOTAL AVAILABLE TO OBLIGATE	135,549.00	1,819,169.00	1,000.00	122,070.00	2,077,788.00
NOT AUTHORIZED TO OBLIGATE	0.00	360,000.00	0.00	0.00	360,000.00

SWCS

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>70,689.00</b>	<b>1,248,699.00</b>	<b>750.00</b>	<b>63,621.00</b>	<b>1,383,759.00</b>
EXPECTED BUDGET	70,689.00	948,699.00	750.00	63,621.00	1,083,759.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	<b>70,689.00</b>	<b>948,699.00</b>	<b>750.00</b>	<b>63,621.00</b>	<b>1,083,759.00</b>
TOTAL AVAILABLE TO OBLIGATE	70,689.00	948,699.00	750.00	63,621.00	1,083,759.00
NOT AUTHORIZED TO OBLIGATE	0.00	300,000.00	0.00	0.00	300,000.00

SCCA

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>55,182.00</b>	<b>1,085,582.00</b>	<b>750.00</b>	<b>48,635.00</b>	<b>1,190,149.00</b>
EXPECTED BUDGET	55,182.00	740,582.00	750.00	48,635.00	845,149.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	<b>55,182.00</b>	<b>740,582.00</b>	<b>750.00</b>	<b>48,635.00</b>	<b>845,149.00</b>
TOTAL AVAILABLE TO OBLIGATE	55,182.00	740,582.00	750.00	48,635.00	845,149.00
NOT AUTHORIZED TO OBLIGATE	0.00	345,000.00	0.00	0.00	345,000.00

TCCA

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>131,191.00</b>	<b>2,247,683.00</b>	<b>1,000.00</b>	<b>113,613.00</b>	<b>2,493,487.00</b>
EXPECTED BUDGET	131,191.00	1,760,683.00	1,000.00	113,613.00	2,006,487.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	<b>131,191.00</b>	<b>1,760,683.00</b>	<b>1,000.00</b>	<b>113,613.00</b>	<b>2,006,487.00</b>
TOTAL AVAILABLE TO OBLIGATE	131,191.00	1,760,683.00	1,000.00	113,613.00	2,006,487.00
NOT AUTHORIZED TO OBLIGATE	0.00	487,000.00	0.00	0.00	487,000.00

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT J

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

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

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - 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 Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Office of Energy and Planning and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EA Andh Park                      Betsy Andrews Parker, Exec. Director

(Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

Community Action Partnership of Strafford County      3/15/13

(Contractor Name)                      (Date)

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:

099 356 586

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO

YES

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

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

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

NO

YES

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

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

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

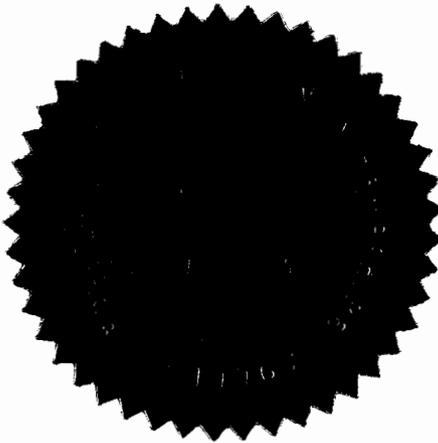
Name: \_\_\_\_\_

Amount: \_\_\_\_\_

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 Partnership of Strafford County is a New Hampshire nonprofit corporation formed May 25, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1<sup>st</sup> day of May A.D. 2012

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE  
(Corporate Authority)**

I, Amy Michaels, Clerk/Secretary of Community Action Partnership of Strafford County  
(name) (Corporation name)

(hereinafter the "Corporation"), a NH corporation, hereby certify that: (1) I am the duly  
(state)  
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on December 7, 2011, such authority  
(date)  
to be in force and effect until June 30, 2013.

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:

Betsy Andrews Parker  
(name)

Executive Director  
(position)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(position)

(5) the meeting of the Board of Directors was held in accordance with NH  
(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  
15 day of March, 2013.

[Signature]  
Clerk/Secretary

STATE OF New Hampshire  
COUNTY OF Strafford

On this 15 day of March, 2013, before me, Jennifer L. Letson the  
undersigned Officer, personally appeared Amy Michaels who acknowledged her/himself to be the  
Secretary of Community Action Partnership of Strafford County, a corporation and that she/he as  
such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

[Signature]  
Notary Public, Justice of the Peace

Commission Expiration Date: 9/9





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CGI Insurance PO Box 1260 North Hampton NH 03862 Kathleen Flibotte	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 603.898.6500 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAC #	FAX (A/C, No): 603.870.9444
	<b>INSURED</b> Community Action Partnership of Strafford County & CAP of Strafford County Head Start, PO Box 160 Dover NH 038211060	
<b>INSURER A:</b> Peerless Insurance Company <b>INSURER B:</b> Travelers Indemnity Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		

COVERAGES      CERTIFICATE NUMBER: 12/13 Master      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CBP8935364	12/31/2012	12/31/2013	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 \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8938564	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU8939364	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		6KUB5B34239-1-12	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions Liability		CBP8935364	12/31/2012	12/31/2013	Limit: \$1,000,000/\$1,000,000 Deductible: 1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Workers Compensation Coverage - STATUTORY STATE: NH      The following Officers have not elected coverage under the Workers Compensation: Mark Rideout President, Carol Garlough VP, Jennifer Soldati Treas

<b>CERTIFICATE HOLDER</b> jrhode@co.strafford.nh.us Office of Energy and Planning Johnson Hall 107 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Edward Young/KF
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# Ron L. Beaulieu & Company

## CERTIFIED PUBLIC ACCOUNTANTS

[www.rlbco.com](http://www.rlbco.com)  
[accting@rlbco.com](mailto:accting@rlbco.com)

41 Bates Street  
Portland, Maine 04103

Tel: (207) 775-1717  
Fax: (207) 775-7103

### INDEPENDENT AUDITORS' REPORT

March 26, 2012

To the Board of Directors of  
Strafford County Community Action Committee, Inc.  
Dover, New Hampshire

We have audited the accompanying statement of financial position of Strafford County Community Action Committee, Inc., as of December 31, 2010, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of Strafford County Community Action Committee, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audit. The financial statements of Strafford County Community Action Committee, Inc. as of December 31, 2009 were audited by other auditors. Those auditors expressed an unqualified opinion on those financial statements in their report dated October 1, 2010.

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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Strafford County Community Action Committee, Inc. as of December 31, 2010, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2012, on our consideration of Strafford County Community Action Committee, 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* and should be considered in assessing the results of our audit.

*Ron L. Beaulieu & Co.*  
Certified Public Accountants

**STRAFFORD COUNTY COMMUNITY ACTION COMMITTEE, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
**DECEMBER 31,**

	<b>2010</b>	<b>2009</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 781,643	\$ 376,678
Accounts receivable	954,524	1,790,275
Inventory	129,729	158,057
Prepaid expenses	10,744	2,556
Total current assets	1,876,640	2,327,566
<b>FIXED ASSETS</b>		
Real estate	684,063	684,063
Vehicles and equipment	1,145,201	1,097,711
Total fixed assets	1,829,264	1,781,774
Less - accumulated depreciation	(1,036,976)	(944,289)
Net fixed assets	792,288	837,485
<b>OTHER ASSETS</b>		
Security deposits	12,478	15,188
Total other assets	12,478	15,188
<b>TOTAL ASSETS</b>	<b>\$ 2,681,406</b>	<b>\$ 3,180,239</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	385,073	798,314
Accrued payroll	68,788	75,300
Accrued expenses	35,706	19,053
Accrued compensated absences	44,524	65,443
Deferred revenue	-	18,943
Line of credit	126,195	130,000
Refundable advances	559,872	621,257
Security deposits payable	6,661	9,716
Current portion of long term debt	54,243	10,020
Total current liabilities	1,281,062	1,748,046
<b>LONG-TERM DEBT, less current portion</b>	-	58,177
<b>TOTAL LIABILITIES</b>	1,281,062	1,806,223
<b>NET ASSETS</b>		
Unrestricted	1,400,344	1,374,016
<b>TOTAL NET ASSETS</b>	1,400,344	1,374,016
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 2,681,406</b>	<b>\$ 3,180,239</b>

See accompanying independent auditors' report and notes to financial statements.

**STRAFFORD COUNTY COMMUNITY ACTION COMMITTEE, INC.**  
**STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED DECEMBER 31,**

	<u>2010</u>	<u>2009</u>
<b>REVENUES</b>		
Grant and contract support	\$ 9,723,515	\$ 9,009,567
Program contributions	223,859	315,221
Rental income	26,759	51,394
Interest income	3,465	2,274
Fees for service	487,729	548,795
Fundraising	6,460	15,994
Other revenue	460,974	470,969
In-kind contributions	645,016	345,215
<b>TOTAL REVENUES</b>	<u>\$ 11,577,777</u>	<u>\$ 10,759,429</u>
<b>EXPENSES</b>		
Program services:		
Child services	4,016,696	3,534,647
Community services	4,903,802	4,575,006
Energy assistance	98,847	165,391
Housing	531,529	432,514
Outreach	58,240	45,051
Weatherization	1,102,058	699,551
Workforce development	436,255	369,735
Total program services	<u>11,147,427</u>	<u>9,821,895</u>
Support services:		
Management and general	404,022	468,124
<b>TOTAL EXPENSES</b>	<u>11,551,449</u>	<u>10,290,019</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	26,328	469,410
<b>NET ASSETS - JANUARY 1</b>	1,374,016	778,102
<b>PRIOR PERIOD ADJUSTMENT</b>	<u>-</u>	<u>126,504</u>
<b>NET ASSETS - JANUARY 1 RESTATED</b>	<u>1,374,016</u>	<u>904,606</u>
<b>NET ASSETS - DECEMBER 31</b>	<u>\$ 1,400,344</u>	<u>\$ 1,374,016</u>

See accompanying independent auditors' report and notes to financial statements.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY BOARD OF DIRECTORS

Name	Sector
Rev. Mark Rideout Board Chairperson	Private-Faith Based Somersworth First Parish Church
Carol Garlough Vice-Chair	Private-Healthcare Goodwin Community Health Center
Amy Michaels Secretary	Public-Early Education Somersworth High School
Jeni Mosca Treasurer	Superintendent SAU 56- Education
Timothea Smith	Consumer
David A. Terlemezian	Public Captain Dover Police Department
Arianna Adams	Head Start Policy Council
Lori Hults	Business- Bank of NH
Kimberly Alty	Private-Finance Peoples United Bank, Dover
Don Routhier	Business-Legal Routhier Law Office
Jason Shute	Consumer

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY BOARD OF DIRECTORS

Name	Sector
Carrie Keech	AVP of Retail Lending-Federal Savings Bank
Colene M. Arnold, MD	Garrison Women's Health Center



List of Key Administrative Personnel

Name	Job Title	Salary
Susan Geier	Community Services & Outreach Director	\$60,320.00
Brandi Bobusia	Outreach Services Manager	\$37,440.00

# Susan E. Geier

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## Career Summary

Senior level communications professional with 15 years of media experience and 4 years of public health emergency response experience. Strong writing, editing and public information officer skills and extensive knowledge of public health, nonprofit, small business and government. Adept at working on deadline with excellent organization, crisis communication and public speaking skills.

- Public Health Emergency Response
- Strategic and Crisis Communication
- Writing and Editing
- Public and Media Relations
- Organizational Leadership
- Exercise Design and Implementation

## Summary of Accomplishments

- Led effort to establish working partnership with Exeter Hospital during Fall 2009-Spring 2010 outbreak of H1N1 virus and conducted more than 30 vaccination clinics in the Exeter, NH region.
- Served as lead Public Information Officer and hotline coordinator in a countywide Joint Information Center (Columbus, OH) during the Spring 2009 outbreak of H1N1 Influenza Virus.
- Led effort to secure \$35,000 in federal grant funding and facilitated development of a virtual point of distribution site in Second Life for planning, training and exercising critical public health functions.
- Served as spokesperson and public relations specialist for metropolitan health department with a staff of 450 employees and serving a population of more than 760,000.

## Experience

### **Community Services & Outreach Director Community Action Partnership of Strafford County, Dover, NH.** Jan. 2011 to Present

- Oversee 3 outreach offices in Strafford County that provide services to low-wage earners, including fuel and utility assistance, emergency food and referrals. Additionally responsible for overseeing the Homeless Outreach Intervention/Prevention, Senior Transportation and food and nutrition programs.
- Responsible for developing community outreach strategies and internal and external communication materials; develop media policy; creation of annual report and collateral material
- Overseeing revision and rebranding of agency identity and website
- Serve as agency representative on the regional transportation coordination council
- Serve as agency representative on Strafford County's regional public health emergency preparedness coordination council; serving on planning committee for regional public information exercise

### **Greater Exeter Region Public Health Coordinator, Exeter, NH.**      September 2009 to January 2011

- Designed and implemented emergency communication exercises and the region's first anthrax tabletop incorporating MACE coordination; developed various public health plans, policies and procedures for region
- Lead regional council of 17 towns and multiple agencies with an emphasis of promoting preparedness, building partnerships and developing memorandums of understanding.
- Provided logistics, coordinated vaccination clinic operations and volunteer/staff management and served as public information officer during H1N1 Influenza Virus outbreak during the fall of 2009 through spring 2010
- Provided public information and resource coordination for the region during hurricane and flooding events
- Secured more than \$400,000 in federal grant money for Public Health Emergency Preparedness program and also H1N1-related activities, including conducting vaccination clinics.
- Established first Medical Reserve Corps unit in the region as well as first regional Community Emergency Response Team under umbrella of Greater Exeter Region Citizen Corps

**Public Relations Specialist II, Columbus Public Health, Columbus, OH** March 2007 to July 2009

- Served as spokesperson and answered media inquiries (print, radio, television) for a metropolitan health department serving a diverse population of more than 760,000 residents.
- Wrote talking points, hotline scripts, press releases, media and health alerts and other communication materials for public, media, staff and key partners on wide range of topics, including natural and manmade disasters and disease outbreaks.
- Served as department PIO and in county Joint Information Center in natural and manmade disasters as well as tabletop, functional and full-scale exercises; also assisted in designing public health exercises
- Lead writer on annual report and annual all-staff meeting program as well as primary writer and content developer for variety of department publications, strategic reports and presentations Coordinated and developed communication training and exercise drills for department's internal public information team.
- Created and presented Crisis Communication and Media workshops for staff and regional PIOs
- Served on the board and as department representative on the Central Ohio Public Information Network

**Copy Editor, Assistant Managing Editor, Columbus Business First, Columbus, OH** 2002 to 2007

- Developed and assigned stories as Assistant Managing Editor to staff reporters and freelance writers for weekly business newspaper, special publications and real estate industry magazine
- Edited copy for print and website, wrote headlines, cutlines and some stories and coordinated art and photographs for all stories, while staying on budget; developed and edited two new publications
- Wrote and recorded business updates for broadcast on local news radio station

**Various positions, Newark Advocate, Newark, OH** 1993 to 2002

- Primary duties included selecting, editing, approving and paginating material for opinion page as well as writing editorials for daily newspaper as assistant news editor; paginated page 1A on deadline as well as other pages. Edited copy for Web site and assisted in story and budget planning.
- Supervised a staff of full-time reporters and correspondents as city editor for daily newspaper. Edited stories, planned daily news coverage and special projects.
- Crime and courts reporter; also covered government, nonprofits and social issues

### **Selected Presentations**

Geier, S. *Media Basics for Volunteers*. Presented to Strafford County Citizen Corps volunteer unit, Rochester, NH (November 2011)

Geier, S. and Atkins, B. *Communicating in a Crisis or Emergency*. Presented to Columbus Public Health's Public Information Team and the Central Ohio Public Information Network. Columbus, OH (November 2007 and May 2008)

Geier, S. (2006) *Creating Working Relationships with the Media*. Presentation delivered to Introduction to Public Relations class at Ohio University. Athens, OH.

### **Affiliations & Training**

- Completed IS 100, 120.a, 130, 139, 200, 242, 300, 400, 700, 800, 701, 702; Basic Public Information Officer (G-290) and Advanced Public Information Officer (E388); Homeland Security Exercise Evaluation Program
- Member, Community Action Partnership of Strafford County's Strategic Planning Team (July-December 2011)
- Member, Strafford County Public Health Network Regional Coordinator Council (January 2011-present)
- Member, Alliance for Community Transportation Council (February 2011-present)
- Member, Emergency Management and Medical Surge teams, Exeter Hospital (February 2010-January 2011)
- Vice Chair/Secretary, strategic planning team, Central Ohio Public Information Network (2007-2009)
- Member, Chemical Emergency Preparedness Advisory Council's Public Information Committee (2007-2009)

### **Education**

Capital University, Bexley, Ohio

B.A., English

# Brandice Bobusia

## Objective

To utilize my skills and expertise in the field of social services to contribute to and enhance the work environment in which I serve.

## Experience

5/11-Present CAPSC Dover, NH

### Outreach Services Manager

- Manage all staff in the county outreach offices day to day duties included but not limited to, taking Fuel and Electric applications, food pantry related activities and information and referral.
- Manage LIHEP and EAP programs for the county.
- Track and report applications and data for electric and fuel assistance applications regarding towns in Strafford County
- Create and maintain networks and positive relationship with City and town welfare, and other community based organizations, in order to better serve the low income client population.

5/08-5/11 Rockingham Community Action Raymond, NH

### Site Director

- Serve residents in 12 surrounding towns with resources to achieve self-sufficiency.
- Compile and track all clients that utilize any form of service in the outreach center.
- Track and report all funding, revenue and budgets for the center on a monthly basis.
- Supervise and train staff on new tools, resources and programs run by the outreach center
- Work closely with Town Welfare, landlords, utility companies NH Housing and various other community-involved offices to ensure clients best interest are sought.

5/06-5/08 Rockingham Community Action Portsmouth, NH

### Work Resource Specialist

- Assist former TANF recipients to achieve job advancement and retention.
- Maintain awareness of community resources and referring agencies to better assist clients in need.
- Maintain and update monthly reports using extensive Microsoft Excel spreadsheets.

4/05-3/06 Work Opportunities Unlimited Derry, NH

### Vocational Resource Specialist

- Assisted individuals with various backgrounds and skills set to find and maintain meaningful employment within the community.
- Maintained relationships with homecare providers, guardians and caseworkers for each client to achieve the highest support level possible in finding employment.
- Prepare daily, weekly and monthly progress notes on each individual in a four-person caseload.

4/03-5/05 Brian's House in the Village Plymouth, NH

### Program Coordinator

- Facilitated and Supervised safe visitation for children and families.
- Collaborated closely with Plymouth District Court, DCYF, Domestic Violence Shelter, and Various Guardian *ad litem*s in the surrounding counties.
- Reviewed court documents in order to comply with visitation.
- Assisted the director in acquiring federal and corporate grants.

**Education**

2000-2004                      Plymouth State University                      Plymouth, NH

- B.A., Childhood Studies.
- Graduated Outstanding Senior Woman.

**Achievements**

- Class of 2004 Vice President
- Top 20 Outstanding Senior Award
- 2003 Community Service Award
- Americorps Member and scholarship recipient 2003