



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
 Commissioner

Mary Ann Cooney
 Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9196 1-800-852-3345 Ext. 9196
 Fax: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 25, 2014

MJ7
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Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into an Agreement with Community Action Program of Strafford County (Vendor #177200-B004), 642 Central Avenue, Dover, NH 03820, to provide Homelessness Prevention and Rapid Rehousing services to homeless individuals and individuals in danger of becoming homeless in Rockingham and Strafford Counties in an amount not to exceed \$249,822, effective the date of Governor and Executive Council approval, through June 30, 2016.

Funds are available in State Fiscal Year 2015, and anticipated to be available in State Fiscal Year 2016, in the following accounts with the ability to adjust encumbrances in each of the State Fiscal Years through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

SFY	Class/Object	Class Title	Job Number	Budget
2015	102-500731	Contracts for Program Services	42306010	\$100,000
2016	102-500731	Contracts for Program Services	42306010	\$149,822
			Total:	\$249,822

EXPLANATION

The purpose of this request is to provide homeless prevention and rapid rehousing services to homeless individuals and to individuals in danger of becoming homeless through the federally funded Emergency Solutions Grant program.

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 allowed for an increase in eligible activities within the Emergency Shelter Grant Program, and

the program was renamed the Emergency Solutions Grant. The Department of Housing and Urban Development expanded eligible services to include focus on preventing homelessness and rapidly rehousing homeless persons. Throughout New Hampshire, there is an ongoing need for housing and services for homeless individuals and families. These services include rental assistance, security deposit assistance for rent and/or utilities, utility payments and housing stability case management to assist in accessing and maintaining housing.

In order to receive the US Department of Housing and Urban Development formula grant allocations of Emergency Solutions Grant funds from the US Department of Housing and Urban Development, the state is required to submit a Consolidated Plan. The plan must assess the State's housing, homeless, and community development needs; establish priority needs; and explain how those needs will be addressed. New Hampshire's Consolidated Plan is developed by the Housing and Community Development Council, which was established by Executive Order and is staffed by New Hampshire Community Development Finance Authority, New Hampshire Housing, and the Bureau of Homeless and Housing Services. Through this process it was determined that Emergency Solutions Grant funds would be made available for funding housing, homeless and community development needs through the competitive bid process.

On May 16, 2014, a Request for Proposals for the new Emergency Solutions Grant funding was published on New Hampshire Department of Health and Human Services' website. A total of two (2) proposals were submitted. Following evaluation criteria of the Request for Proposals, the highest scoring proposal, Community Action Program of Strafford County, was selected for funding. An Evaluation Committee consisting of four (4) Department of Health and Human Services employees and two (2) other Human Services professionals from the provider community scored the proposals. See attached bidders' scoring sheet.

The Bureau assures contract compliance and provider performance through the following:

- 1) Quarterly compliance reviews are performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- 2) Statistical reports are submitted on a semi-annual basis from all funded providers, including various demographic information and income and expense reports including match dollars.
- 3) All providers funded for homeless prevention and rapid re-housing services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The New Hampshire Homeless Management Information System will be the primary reporting tool for outcomes and activities of homeless prevention and rapid re-housing services funded through these contracts.

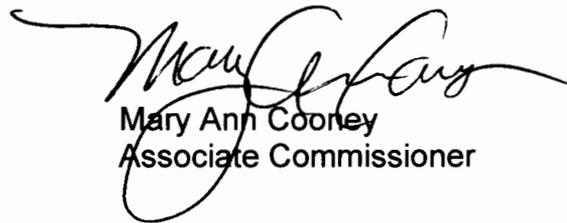
Should Governor and Executive Council determine not to approve this request, homeless individuals and families, and those at risk of becoming homeless, in Rockingham and Strafford Counties may not receive needed essential services leading to ongoing homelessness or becoming homeless. Numerous jobs would also be lost since the resource agency would have to close their doors or drastically reduce staff. Additionally, the Department of Housing and Urban Development would recapture the funds awarded and place future grant agreements with the Bureau of Homeless and Housing Services at risk.

Area served: Rockingham and Strafford Counties

Source of funds: 100% Federal Funds: from the United States Department of Housing and Urban Development Emergency Solutions Grant, Code of Federal Domestic Assistance Number (CFDA) 14.231, Federal Grant # E-14-DC-33-0001.

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



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

Emergency Solutions Grant Program

15-DHHS-OHS-BHHS-02

RFP Name

RFP Number

Reviewer Names

1. Community Action Program Strafford County
2. Families In Transition

Bidder Name

Pass/Fail	Maximum Points	Actual Points
	175	145
	175	131

1. Adina Bernier, Program Specialist II
2. Arolyn King, Program Director (Friends Emergency Housing)
3. Diane Fontneau, Program Administrator
4. Robert O'Connell, Executive Director (My Friend's Place)
5. Ken Merrifield, Business Administrator IV
6. Robin Young, Accountant II
7. _____
8. _____
9. _____

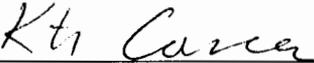
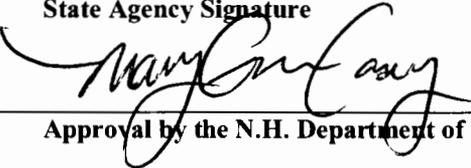
Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Bureau for Homeless and Housing Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Community Action Program of Strafford County		1.4 Contractor Address PO BOX 160 Dover, NH 03821-0160	
1.5 Contractor Phone Number (603) 516-8130	1.6 Account Number 05-95-42-423010-7927 102-500731	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$249,822
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>9/10/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Kristen Comeau, Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Coakley Assoc. Committee	
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) By:  Megan A. Lytle - Attorney On: 10/3/14			
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.

Contractor Initials: EAP
Date: 9/10/14

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

Contractor Initials: EMF
Date: 9/10/14

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. The Contractor shall provide services to individuals and families in Counties of Rockingham and Strafford who are homeless or at risk of becoming homeless in accordance with 24CFR Parts 91 and 576, with priority given to veterans and families with children, in accordance with the NH Consolidated Plan 2011-2015.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

2. Scope of Work

- 2.1. The Contractor shall determine Emergency Solutions Grant (ESG) eligibility for individuals identified in Section 1.2, which includes but is not limited to:
 - 2.1.1. Determining individual and family income eligibility in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, pursuant to 24 CFR 576. Income eligibility must be assessed every 6 months of program participation. The Contractor shall ensure annual income:
 - 2.1.1.1. Includes all earned and unearned income from all sources that go to any family member.
 - 2.1.1.2. Is calculated by annualizing current income to determine projected annual income.
 - 2.1.1.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within 30 days of the change occurring.
 - 2.1.2. Documenting eligibility for households applying for Rapid Re-Housing and Homelessness Prevention Services in accordance to HUD guidelines, which includes but is not limited to collecting and documenting information regarding:
 - 2.1.2.1. Immediate risks/crisis to individuals and families applying for assistance to determine if steps are needed to avert physical or psychological danger or threat of immediate housing loss.
 - 2.1.2.2. Basic demographic and contact information, which includes but is not limited to name, age, dependents, other family, current location, contact phone numbers and address.
 - 2.1.2.3. Problems as defined by participants that affect housing, such as late rent, landlord problems, credit history, criminal history, employment and income.
 - 2.1.2.4. Solutions as defined by what the participant wants or requests from what is available to him/her.



Exhibit A

- 2.1.2.5. Eligibility information, including but not limited to, verification of literal homelessness or imminent risk of homeless. Documentation must be in accordance with HUD's preferred method of verification as noted in 24 CFR 576.
 - 2.1.2.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health and mental health issues, substance abuse, and other specific housing retention barriers.
 - 2.1.2.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 2.2. The Contractor shall conduct Housing Relocation and Stabilization (HRS) activities, which includes but is not limited to inspecting each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:
- 2.2.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:
 - 2.2.1.1. All applicable state and local housing codes.
 - 2.2.1.2. Licensing requirements.
 - 2.2.1.3. All requirements regarding the condition of the structure.
 - 2.2.1.4. All requirements regarding the operation of the housing or services.
 - 2.2.2. Occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856), and the regulations in CFR part 35, subparts A, B, H, J, K, M, and R.
- 2.3. The Contractor shall provide financial assistance to eligible individuals identified in Section 2.1, for services that include, but are not limited to:
- 2.3.1. Rental application fees.
 - 2.3.2. Security deposits.
 - 2.3.3. Utility deposits and payments.
 - 2.3.4. Last month's rent.
 - 2.3.5. Moving costs.
- 2.4. The Contractor shall provide eligible individuals and families with Tenant-Based Rental Assistance (TBRA), which includes but is not limited to:
- 2.4.1. A maximum amount of \$3,000 in rental assistance to be applied toward monthly rent and/or rental arrearages.
 - 2.4.2. Rental assistance over no more than a 6-month period. The Contractor shall:
 - 2.4.2.1. Enter into a rental assistance agreement with the owner/landlord on behalf of the program participant, ensuring that the Contractor



Exhibit A

- receives a copy of all general notices, complaints, and notices of eviction from the landlord/owner.
- 2.4.2.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.
 - 2.4.2.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.
 - 2.4.2.4. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided in 24 CFR Part 888.
 - 2.4.2.5. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.
- 2.5. The Contractor shall provide eligible individuals and families with housing stability case management. Eligible services must comply with all HUD regulations in 24 CFR 576.105(b)(1)-(5), and include but are not limited to:
- 2.5.1. Completing the Coordinated Access (CA) questionnaire in order to gather comprehensive information used to evaluate each individual or family applying for Homeless Prevention or RRH services.
 - 2.5.2. Developing Housing Budget Plans for all eligible individuals using the information identified in Section 2.1.3 to ensure participants have the ability to sustain the cost of the housing on a long-term basis once the assistance or subsidy ends.
 - 2.5.3. Assess, arrange, coordinate and monitor the delivery of individualized services to facilitate housing stability for program participants who reside in permanent housing, or assist a program participant in overcoming immediate barriers to obtaining housing
 - 2.5.4. Developing an individualized housing and service plan with a path to housing stability which includes steps to increase income, improve credit, and address other barriers to housing stability.
- 2.6. The Contractor shall provide on-going housing stability case management for six (6) months after rental assistance has ended.
- 2.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Projects under this contract must be familiar with and follow NH HMIS policy (<http://www.nh-hmis.org>).

3. Reporting Requirements

- 3.1. The contractor shall provide quarterly reports using HMIS data which include, number of entries into RRH, Prevention and related costs for all services by the 10th day following the end of the quarter.

4. Deliverables of Services

- 4.1. The Contractor shall provide housing stabilization case management to a minimum of fourteen (14) households.
- 4.2. The Contractor shall successfully and rapidly re-house (28) households in safe and sustained housing.



Exhibit A

4.3. The Contractor shall ensure all client level data in Section 2.7 is entered into NH HMIS within five (5) days of the client's entry into the program.



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant.

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	Not applicable
Federal Funds:	100%
CFDA #:	14.231
Federal Agency:	U.S. Department of Housing & Urban Development
Program Title:	Emergency Solutions Grant
Amount:	\$249,822

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for Rapid Re-Housing, Homelessness Prevention and Housing Stabilization utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed \$249,822.

2. REPORTS.

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with 24 CFR 576 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

EAP
9/10/14



Exhibit B

- 3.2. Payment of Project Costs: Reimbursement requests for all Project Costs including all costs to the Contractor shall be submitted on a monthly basis by the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State which shall be completed and signed by the contractor. The Contractor shall provide detailed financial expenses information with all payment requests on a monthly basis.
 - 3.3. The Contractor shall submit reimbursement documentation of expenditures of Federal funds at the time of seeking reimbursement for costs. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
 - 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.
4. USE OF GRANT FUNDS.
- 4.1. The State agrees to provide payment for actual costs up to \$249,822 as defined by HUD under the provisions and applicable regulations at 24 CFR 576 and 24 CFR part 91.
 - 4.2.4.2 The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to section 3.2 of this agreement.



Exhibit B

Emergency Solutions Grant

6. EXPENSE BUDGET for SFY 2015:

<i>EXPENSE ITEM</i>	<i>Federal ESG Funds</i>	<i>Match</i>
Rapid Re-Housing Rental Assistance	\$30,262	
Prevention Rental Assistance	\$20,174	
Housing Stabilization Services (which include Security Deposits, Utility deposits and payments, moving costs, rental application fees case management and travel expenses).	\$49,564	\$42,328
TOTALS	\$100,000	\$42,328
TOTAL Federal+Match	\$142,328	

7. EXPENSE BUDGET for SFY 2016:

<i>EXPENSE ITEM</i>	<i>Federal ESG Funds</i>	<i>Match</i>
Rapid Re-Housing Rental Assistance	\$45,338	
Prevention Rental Assistance	\$30,226	
Housing Stabilization Services (which include Security Deposits, Utility deposits and payments, moving costs, rental application fees case management and travel expenses).	\$74,258	\$63,417
TOTALS	\$149,822	\$63,417
TOTAL Federal+Match	\$213,239	



SPECIAL PROVISIONS

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

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



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

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

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

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

EAP
9/10/14



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name: Community Action Partnership
of Strafford County

9/10/2014
Date

GA And Pan
Name: Betsy Andrews Parker
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: *Community Action Partnership
of Strafford County*

EA Andrew Parker

Name: *Bersey Andrews Parker*
Title: *Executive Director*

Date 9/10/14



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Community Action Partnership
of Stafford County

GA And PA

Name: Betsy Andrews Parker
Title: Executive Director

9/10/2014
Date



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: Community Action Partnership
of Strafford County

9/10/14
Date

GA And PA
Name: Betsy Andrews Parker
Title: Executive Director



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Community Action Partnership
of Strafford County

9/10/14
Date

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

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



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

EAP

9/10/14



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS
 The State
Mary Ann Conway
 Signature of Authorized Representative
Mary Ann Conway
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
9/30/14
 Date

Community Action Partnership of Stafford County
 Name of the Contractor
GA Andre Pan
 Signature of Authorized Representative
Betsy Andrews Parker
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
9/10/2014
 Date



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

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

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

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

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

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

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

Contractor Name: Community Action Partnership of Stratford County

9/10/14
Date

Betsy Andrew Parker
Name: Betsy Andrew Parker
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 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:

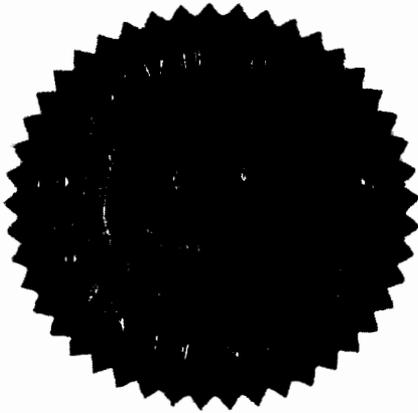
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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 4th day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Colene Arnold, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Community Action Partnership of
Stratford County.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 1/15/2014:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 10 day of September, 2014.
(Date Contract Signed)

4. Betsy Andrews Parker is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Colene Arnold
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Stratford

The forgoing instrument was acknowledged before me this 10 day of September 2014.

By Colene Arnold
(Name of Elected Officer of the Agency)

Kth Con
(Notary Public/Justice of the Peace)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2014

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).

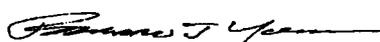
PRODUCER CGI Business Insurance PO Box 1260 North Hampton NH 03862	CONTACT NAME: Kathleen Flibotte, CISR PHONE (A/C No. Ext): (603)964-6065 x101 E-MAIL ADDRESS: kflibotte@dbwarlick.com	FAX (A/C No.): (603)964-9029
	INSURER(S) AFFORDING COVERAGE	
INSURED Community Action Partnership of Strafford County & CAP of Strafford County Head Start PO Box 160 Dover NH 03821-1060	INSURER A: Hanover Insurance Company	
	INSURER B: Travelers Indemnity Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 13-14 Master Incls Prof **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			Being Issued	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/POP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			Being Issued	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			Being Issued	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
							\$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB 5B34239-1-13	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 500,000
							E L DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			Being Issued	12/31/2013	12/31/2014	Each Occurrence \$ 1,000,000 Aggregate \$ 3,000,000

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 coverage: Mark Rideout President, Carol Garlough VP, Jeni Mosca Treas.

CERTIFICATE HOLDER State of New Hampshire DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Edward Young/KF 

**Community Action Partnership
of Strafford County**

**Independent Auditors' Report and
Management's Financial Statements**

December 31, 2012

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2012

CONTENTS

	PAGE
INDEPENDENT AUDITORS' REPORT	1 – 2
MANAGEMENT'S FINANCIAL STATEMENTS	
STATEMENTS OF FINANCIAL POSITION	3
STATEMENTS OF ACTIVITIES	4
STATEMENTS OF FUNCTIONAL EXPENSES	5 – 8
STATEMENTS OF CASH FLOWS	9
NOTES TO FINANCIAL STATEMENTS	10 – 15
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	16-17

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

www.rlbc.com
accting@rlbc.com

41 Bates Street
Portland, Maine 04103

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

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County, which comprise the statements of financial position as of December 31, 2012 and 2011, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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.

Auditor's 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 auditor's judgments, including assessment of the risks of material misstatements 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 Partnership of Strafford County as of December 31, 2012 and 2011, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 31, 2013, on our consideration of Community Action Partnership of Strafford County'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 Partnership of Strafford County's internal control over financial reporting and compliance.

Ron L. Beaulieu & Co.

Portland, Maine
July 31, 2013

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31,**

	2012	2011
ASSETS		
CURRENT ASSETS		
Cash	\$ 442,627	\$ 279,981
Contracts receivable (net)	670,252	1,147,746
Inventory	113,598	160,373
Prepaid expenses	41,261	35,923
Total current assets	1,267,738	1,624,023
FIXED ASSETS		
Real estate	719,429	719,429
Vehicles and equipment	862,174	1,217,476
Total fixed assets	1,581,603	1,936,905
Less - accumulated depreciation	(873,643)	(1,132,426)
Net fixed assets	707,960	804,479
OTHER ASSETS		
Cash - security deposits	11,279	17,171
Total other assets	11,279	17,171
TOTAL ASSETS	\$ 1,986,977	\$ 2,445,673
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	33,577	317,684
Accrued payroll	87,522	74,449
Accrued expenses	47,476	242
Accrued compensated absences	68,621	80,000
Deferred revenue	483,720	637,245
Line of credit	90,000	90,000
Security deposits payable	2,993	36,431
Current portion of long term debt	34,050	43,842
Total current liabilities	847,959	1,279,893
LONG-TERM DEBT, less current portion	-	-
TOTAL LIABILITIES	847,959	1,279,893
NET ASSETS		
Unrestricted	1,139,018	1,165,780
TOTAL NET ASSETS	1,139,018	1,165,780
TOTAL LIABILITIES AND NET ASSETS	\$ 1,986,977	\$ 2,445,673

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

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENTS OF ACTIVITIES
YEARS ENDED DECEMBER 31,**

	<u>2012</u>	<u>2011</u>
REVENUES		
Grant and contract support	\$ 7,473,264	\$ 8,125,790
Contributions	390,396	216,269
Rental income	10,512	3,145
Interest income	872	929
Fees for service	255,110	359,296
Fundraising	4,230	4,520
Other revenue	6,388	53,246
In-kind contributions	787,562	875,710
TOTAL REVENUES	<u>\$ 8,928,334</u>	<u>\$ 9,638,905</u>
EXPENSES		
Program services:		
Child services	3,463,622	3,756,476
Community services	816,014	842,062
Energy assistance	2,750,053	3,480,874
Housing	179,657	152,811
Weatherization	857,534	1,032,396
Workforce development	209,060	199,784
Total program services	<u>8,275,940</u>	<u>9,464,403</u>
Support services:		
Management and general	679,156	409,066
TOTAL EXPENSES	<u>8,955,096</u>	<u>9,873,469</u>
INCREASE (DECREASE) IN NET ASSETS	(26,762)	(234,564)
NET ASSETS - JANUARY 1	<u>1,165,780</u>	<u>1,400,344</u>
NET ASSETS - DECEMBER 31	<u>\$ 1,139,018</u>	<u>\$ 1,165,780</u>

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

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2012**

	Program Services				
	Child Services	Community Services	Energy Assistance	Housing	Weatherization
Payroll	\$ 1,738,167	\$ 358,965	\$ 186,618	\$ 38,430	\$ 129,399
Payroll taxes	124,436	30,759	14,910	3,735	20,661
Fringe benefits	284,435	56,116	23,556	2,880	34,147
Retirement	7,831	510	694	55	319
Consultants and contract labor	33,390	23,659	5,778	422	12,579
Consumable supplies	38,588	13,450	2,516	2	1,457
Meetings/events/training	44,750	34,428	1,109	590	13,546
Copying & postage	7,108	7,870	8,879	25	366
Utilities	64,033	11,019	7,025	6,952	9,811
Rent expense	65,650	10,320	15,756	-	-
Equipment and computer expense	4,104	24,164	2,993	357	2,673
maintenance	80,648	17,031	4,069	3,415	13,702
Travel/transportation	34,478	30,228	2,902	1,056	8,692
Other/program support	3,119	640	139	-	390
Weatherization material/fuel and client assistance	102,664	113,963	2,462,271	116,545	481,896
Indirect costs	-	-	-	-	-
In-kind expenses	723,505	50,222	-	-	13,835
Depreciation	30,647	4,293	-	1,431	51,243
Property taxes	-	-	-	-	-
Insurance	76,069	28,377	10,838	3,762	62,818
Interest expense	-	-	-	-	-
TOTAL	\$ 3,463,622	\$ 816,014	\$ 2,750,053	\$ 179,657	\$ 857,534

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

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
YEAR ENDED DECEMBER 31, 2012**

	Program Services		Support Services	Total Expenses
	Workforce Development	Total Program Services	Management and General	
Payroll	\$ 129,015	\$ 2,580,594	\$ 401,732	\$ 2,982,326
Payroll taxes	9,601	204,102	32,510	236,612
Fringe benefits	18,399	419,533	23,629	443,162
Retirement	1,028	10,437	(217)	10,220
Consultants and contract labor	1,870	77,698	35,894	113,592
Consumable supplies	2,186	58,199	8,390	66,589
Meetings/events/training	569	94,992	9,058	104,050
Copying & postage	419	24,667	5,747	30,414
Utilities	1,966	100,806	7,437	108,243
Rent expense	22,908	114,634	-	114,634
Equipment and computer expense	792	35,083	6,691	41,774
Repairs and maintenance	3,313	122,178	6,311	128,489
Travel/transportation	3,684	81,040	12,669	93,709
Other/program support	-	4,288	2,119	6,407
Weatherization material/fuel and client assistance	2,974	3,280,313	(3)	3,280,310
Indirect costs	-	-	98,601	98,601
In-kind expenses	-	787,562	-	787,562
Depreciation	1,827	89,441	6,278	95,719
Property taxes	-	-	1,790	1,790
Insurance	8,509	190,373	16,262	206,635
Interest expense	-	-	4,258	4,258
TOTAL	\$ 209,060	\$ 8,275,940	\$ 679,156	\$ 8,955,096

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

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2011**

	Program Services				
	Child Services	Community Services	Energy Assistance	Housing	Weatherization
Payroll	\$ 1,937,928	\$ 305,841	\$ 290,711	\$ 29,119	\$ 273,686
Payroll taxes	132,661	25,865	22,501	2,700	42,652
Fringe benefits	305,889	60,084	48,030	7,788	76,194
Retirement	13,708	1,470	1,352	7	727
Consultants and contract labor	28,358	28,350	1,482	344	2,135
Consumable supplies	57,527	1,963	2,519	319	6,474
Meetings/events/training	54,891	15,597	498	30	9,195
Copying & postage	9,473	1,556	14,533	11	2,847
Utilities	63,708	13,227	10,636	4,135	9,396
Rent expense	74,300	14,135	14,115	833	-
Equipment and computer expense	13,116	2,406	7,634	322	8,639
Repairs and maintenance	101,172	16,990	6,384	6,104	26,899
Travel/transportation	81,420	12,049	1,945	35	4,972
Other/program support	8,200	2,482	232	46	65,641
Weatherization material/fuel and client assistance	143,400	78,463	3,053,180	90,637	373,424
Indirect costs	-	-	-	-	-
In-kind expenses	627,520	248,189	-	-	-
Depreciation	41,129	4,293	-	1,431	43,030
Property taxes	-	-	-	5,473	-
Insurance	62,076	7,853	4,868	3,423	86,345
Interest expense	-	1,249	254	54	140
TOTAL	\$ 3,756,476	\$ 842,062	\$ 3,480,874	\$ 152,811	\$ 1,032,396

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

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
YEAR ENDED DECEMBER 31, 2011**

	Program Services		Support Services	Total Expenses
	Workforce Development	Total Program Services	Management and General	
Payroll	\$ 124,665	\$ 2,961,950	\$ 190,848	\$ 3,152,798
Payroll taxes	9,973	236,352	16,560	252,912
Fringe benefits	17,643	515,628	7,849	523,477
Retirement	1,365	18,629	173	18,802
Consultants and contract labor	3,449	64,118	33,903	98,021
Consumable supplies	2,237	71,039	4,273	75,312
Meetings/events/training	238	80,449	9,308	89,757
Copying & postage	381	28,801	2,777	31,578
Utilities	2,804	103,906	21,464	125,370
Rent expense	20,655	124,038	-	124,038
Equipment and computer expense	197	32,314	7,404	39,718
Repairs and maintenance	634	158,183	11,617	169,800
Travel/transportation	4,478	104,899	6,601	111,500
Other/program support	488	77,089	6,970	84,059
Weatherization material/fuel and client assistance	4,125	3,743,229	3,370	3,746,599
Indirect costs	-	-	74,279	74,279
In-kind expenses	-	875,709	-	875,709
Depreciation	457	90,340	5,111	95,451
Property taxes	-	5,473	-	5,473
Insurance	5,928	170,493	5,343	175,836
Interest expense	67	1,764	1,216	2,980
TOTAL	\$ 199,784	\$ 9,464,403	\$ 409,066	\$ 9,873,469

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

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31,**

	2012	2011
OPERATING ACTIVITIES		
Change in net assets	\$ (26,762)	\$ (234,564)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	95,719	95,451
Changes in operating assets and liabilities		
(Increase) Decrease in contracts receivable	477,494	(193,222)
(Increase) Decrease in inventory	46,775	(30,644)
(Increase) Decrease in prepaid expenses	(5,338)	(25,179)
Increase (Decrease) in accounts payable	(284,107)	(67,389)
Increase (Decrease) in accrued payroll	13,073	5,661
Increase (Decrease) in accrued expenses	47,234	(35,464)
Increase (Decrease) in accrued compensated absences	(11,379)	35,476
Increase (Decrease) in deferred revenue	(153,525)	77,373
Increase (Decrease) in security deposits payable	(33,438)	29,770
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	165,746	(342,731)
INVESTING ACTIVITIES		
Acquisition of assets	-	(107,642)
Proceeds from sale of assets	800	-
Deposits to security deposits	-	(4,693)
Withdrawals from security deposits	5,892	-
NET CASH PROVIDED BY INVESTING ACTIVITIES	6,692	(112,335)
FINANCING ACTIVITIES		
Advances (payments) on line of credit	-	(36,195)
Principal (payment) on long-term debt	(9,792)	(10,401)
NET CASH PROVIDED BY FINANCING ACTIVITIES	(9,792)	(46,596)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	162,646	(501,662)
CASH AND CASH EQUIVALENTS - JULY 1	279,981	781,643
CASH AND CASH EQUIVALENTS - JUNE 30	\$ 442,627	\$ 279,981
 SUPPLEMENTAL DISCLOSURE OF CASH FLOW		
Cash paid during the year for:		
Interest	\$ 4,258	\$ 2,980

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

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Community Action Partnership of Strafford County (CAP) is a 501(c)(3) private non-profit organization that works with community agencies, private businesses and local municipalities to assist low income residents in their efforts to become or remain financially and socially independent. Established in 1965 under provisions of the Equal Opportunity Act of 1964, the agency assists clients to meet their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter, and access to other services. Our mission: To educate, advocate and assist people in Strafford County to help meet their basic needs.

CAP is funded by Federal, State, county and local funds (13 cities and towns in Strafford County) as well as United Way grants, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. CAP administers a wide range of coordinated programs designed to have a measurable impact on poverty and health status among the most vulnerable residents: those under the age of six, the elderly, and those living in poverty. In addition to our administrative office located in Dover, CAP maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover, and Somersworth.

Basis of Presentation

The financial statements are prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States.

Inventory

Materials are valued at the lower of cost or market, using the first-in, first-out method.

Fixed Assets

Property and equipment, which have a cost greater than \$5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines.

Depreciation

Fixed Assets are depreciated over their estimated useful lives using the straight-line method.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In-Kind Contributions

Donated services are recognized as contributions if the services (1) create or enhance nonfinancial assets or require specialized skills, (2) are performed by people with those skills, and (3) would otherwise be purchased by the CAP. The requirements are different than the in-kind requirements of the CAP's grant awards.

Cash Equivalents

For the statement of cash flows, all unrestricted investment instruments with original maturities of three months or less are cash equivalents. The CAP had no cash equivalents at year end.

NOTE 2 - RISKS AND UNCERTAINTIES

Nature of Operations

The CAP is operated in a heavily regulated environment. The operations of the CAP are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

Current Vulnerabilities Due to Certain Concentrations

The CAP maintains its cash balances at several financial institutions located in New Hampshire. Accounts at each institution are insured by the Federal Deposit Insurance CAP up to \$250,000. At December 31, 2012 and 2011, the CAP's uninsured balances totaled \$497,154 and \$415,247. In January 2010, the CAP entered into an agreement with the financial institutions to collateralize the balances in excess of \$250,000.

For the years ended December 31, 2012 and 2011, a large percentage of the CAP's revenues are from two contractors, the Federal Government and the State of New Hampshire Government. It is always considered to be at least reasonably possible that any contractor could be lost in the near term, but Management feels this risk is of no particular concern at this time.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 2 - RISKS AND UNCERTAINTIES (CONTINUED)

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Significant Estimates

None of the estimates used in preparing the financial statements are considered significant.

NOTE 3 - CONTRACTS RECEIVABLE

Contracts 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 contracts receivable. The allowance for uncollectible accounts was estimated to be \$0 and \$0 at December 31, 2012 and 2011, respectively.

NOTE 4 - PLEDGED ASSETS

The following are the assets used as collateral:

All Assets	\$1,929,032
------------	-------------

NOTE 5 - LINE OF CREDIT

The CAP had a revolving line of credit with a bank in the amount of \$150,000. The note was due on November 3, 2011, but was extended and then renewed on December 24, 2012 for a new expiration of November 30, 2013. Interest is stated at the prime plus 1%. The note is collateralized by all the assets of the CAP.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 6 - LONG-TERM DEBT

	2012	2011
7.5% mortgage payable to a financial institution in monthly installments for principal and interest of \$1,209 until May 2013 when the loan will be paid in full. The note is collateralized by a first mortgage lien and assignment of leases and rents on certain real estate of the Corporation.	\$ 34,050	\$ 43,842
Total long-term debt	\$ 34,050	\$ 43,842
Current portion	\$ 34,050	\$ 43,842
Long-term portion	-	-
	\$ 34,050	\$ 43,842

Principal maturities for long-term debt for the subsequent fiscal years from December 31, 2012, are as follows:

2013	\$ 34,050
2014	-
2015	-
2016	-
2017	-

NOTE 7 - UNRESTRICTED NET ASSETS

None of CAP's net assets are subject to donor-imposed restrictions. Accordingly, all net assets are accounted for as unrestricted net assets.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 8 - LEASE COMMITMENTS

Facilities occupied by the CAP for its community service programs are rented under the terms of various operating leases. For the years ended December 31, 2012 and 2011, the annual lease expense for the leased facilities was \$13,991 and \$30,782, respectively. Certain equipment is leased by the CAP under the terms of various operating leases.

The future minimum lease payments on the above leases for the years ending December 31 are as follows:

2013	\$ 14,630
2014	53
2015	-
2016	-
2017	-

NOTE 9 - RETIREMENT PLAN

The CAP maintains a voluntary contributory 403(b) plan for its employees who have completed one year of service with the CAP. The CAP matches 25% of employee contributions to the plan, to a maximum of 5% of salaries. Plan contributions are fully vested and non-forfeitable when contributions are made to the plan. Retirement plan contributions for the year ended December 31, 2012 and 2011 totaled \$15,055 and \$18,802, respectively.

NOTE 10 - FUNDRAISING EXPENSES

The fundraising expenses related to the fundraising revenues for December 31, 2012 and 2011 were \$1,271 and \$0, respectively.

NOTE 11 - CONTINGENCIES

The CAP receives grant funding from various sources. Under the terms of these agreements, the CAP 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 CAP might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not yet been determined.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 12 - INCOME TAXES

Community Action Partnership of Strafford County is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. It is also exempt from New Hampshire business enterprise tax.

The CAP is no longer subject to examinations by compliance authorities before 2009.

NOTE 13 - MANAGEMENT REVIEW

Management has reviewed subsequent events as of July 31, 2013, the date the financial statements were available to be issued. At that time, management determined that there were no material subsequent events.

Ron L. Beaulieu & Company
CERTIFIED PUBLIC ACCOUNTANTS

www.rlbco.com
accting@rlbco.com

41 Bates Street
Portland, Maine 04103

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

**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 of
Community Action Partnership of Strafford County
Dover, New Hampshire

We have audited the financial statements of Community Action Partnership of Strafford County as of and for the year ended December 31, 2012, and have issued our report thereon dated July 31, 2013. 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.

Internal Control Over Financial Reporting

Management of Community Action Partnership of Strafford County is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Community Action Partnership of Strafford County's internal control over financial reporting as a basis for designing our auditing procedures 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 Partnership of Strafford County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Corporation's internal control over financial reporting.

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.

Our consideration of the internal control over financial reporting 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 financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Partnership of Strafford County's financial statements are free of 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*.

Community Action Partnership of Strafford County's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit Community Action Partnership of Strafford County's response and, accordingly, we express no opinion on it

This report is intended solely for the information and use of the Board of Directors, management, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Ron L. Beaulieu & Co.

Portland, Maine
July 31, 2013

MISSION

**To educate, advocate and assist people
in Strafford County to help meet
their basic needs and promote
self-sufficiency**

VISION

**Working to eliminate poverty in
Strafford County**



ATTACHMENT

2014 Board of Directors

Don Routhier, Chair
Jeni Mosca, Treasurer
David Terlemezian
Becky Sherburne
Lauren Berman
Andy Crone
Nicole Jordan
Jeannie Wilson

Jason Shute, Vice Chair
Colene Arnold, Secretary
Joe Bailey
Arianna Adams
Sunmayyab (Maya) Wylder
Carrie DiGeorge
Jean Miccolo
Dot Hooper

Community Action Partnership of Strafford County
Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-516-8130
Mailing address: P.O. Box 160, Dover, NH 03821-0160

Outreach Offices:

61 Locust Street, Dover 603-516-8126
527 Main Street, Farmington 603-516-8191

Head Start Centers:

62A Whittier Street, Dover 603-516-2300
120 Main Street, Farmington 603-755-2883
55 Industrial Drive, Milton 603-652-0990
150 Wakefield Street, Rochester 603-516-2330
184 Maple St. Ext., Somersworth 603-817-5458

KENNETH N. ORTMANN

EMPLOYMENT

**6/13 to present: Community and Housing Development Director
 Community Action Partnership of Strafford County**

Responsible for administering the agency's Weatherization Program, Workforce, Housing and Homeless Prevention programs and others as needed. Work with various committees and non-profit organizations which provide economic development, housing and homeless prevention services in the region. Monitor affordable housing funding opportunities and housing policy and opportunities at the federal, state and local level. Provide assistance to and coordinates with non-profit and for-profit organizations that develop affordable housing. Also responsible for timely completion and submittal of grant applications, tracking of applications, receipt of grants, monitoring grant activity to ensure adherence to grant timelines and budgets, and preparing quarterly, semi-annual, annual and close-out grant reports for submission to grantor and/or other regulatory agencies.

**11/97 to 6/13: Director, Department of Planning and Development
 City of Rochester, NH**

The Department of Planning and Development is responsible for the Planning, Zoning, and Community Development functions of the City. The Department provides advice, guidance, and staff support for the Planning Board, the Zoning Board of Adjustment (ZBA), the Conservation Commission, the Historic District Commission, the Arts and Culture Commission and the City Council. The Department is responsible for preparing the annual Community Development Block Grant program funding application as well as reviewing funding requests from sub-recipients.

My primary responsibilities were the formulation and implementation of Departmental policies, preparation and management of a \$600,000 annual operating budget, support and motivation of four full time staff, and support and implementation of City Manager directives.

**8 & 9/02: Interim City Manager
1&2/04: City of Rochester, NH**

Assumed City Manager responsibilities during search process for a new permanent City Manager. Responsible for on-going administrative tasks as well as providing staff resources to Mayor and City Council.

**1/94 to 11/97: Principal Planner
 Office of State Planning, State of New Hampshire**

My primary responsibility through December 1995 was to review economic development funding applications from municipalities and non-profit development corporations on behalf of private businesses to create jobs and provide other direct benefits to low/moderate income individuals.

Starting in January 1996 I was responsible for implementing and administering a Capacity Building program to encourage the creation, growth, and capitalization of multiple Regional Development Corporations (RDCs) in New Hampshire. The RDCs were responsible for expanding the quantity and quality of Economic Development technical expertise throughout the state, for leveraging additional private funding for sound businesses that did not have access to adequate financial resources by

providing gap financing and other credit enhancements, and for providing a method for federal funds to be used more effectively on the local level.

An additional responsibility was filling the role of Total Quality Management (TQM) representative and trainer for OSP.

**6/93 to 1/94: Town Planner
 Alton, New Hampshire**

My primary responsibility was to provide staff support for the Planning Board's Site Review, Subdivision, Capital Improvement Plan, Master Plan, and Zoning Ordinance amendment activities.

A second significant responsibility was to evaluate potential outside funding sources and to prepare grant applications for eligible projects such as library improvements, handicapped accessibility for public buildings, and the renovation of a Senior Center.

**3/93 to Present: Principal
 Woodsedge Marketing, LTD.**

The primary focus of the company is to provide strategic and long term planning and grant writing consulting services to New Hampshire municipalities, businesses, and non-profit organizations.

**7/91 to 3/93: Senior Planner
 Provan & Lorber, Inc.**

My primary responsibility was to provide Community Development Block Grant Application and administration consulting services to New Hampshire Cities and Towns. A second major responsibility was marketing and representing the firm in southeastern New Hampshire, southern Maine, and northeastern Massachusetts. A third important focus was to provide planning consulting services to municipalities and private developers

**11/90 to 6/93: Vice President
 Pipers Landing Asset Management Group**

Principal of a firm established to provide planning and land use consulting services to lending institutions with real property in their OREO portfolio.

**7/88 to 11/90: Director, Planning and Development
 Susan J. Conway, Real Estate Development**

I worked with local, State and Federal regulatory agencies to secure project permits and approvals. This included liaison work with financial institutions, local and State officials, contractors, and engineering and legal consultants. Other responsibilities included property management, hazardous waste clean-up, research, negotiation, and public relations.

**1/84 to 7/88: Director, Department of Planning, Development and Zoning
 Rochester, NH**

In addition to general administration of the 6-person department, my primary responsibility was to provide staff support for the Planning Board's Site Review, Subdivision, Capital Improvement Plan Master Plan, and Zoning Ordinance amendment review tasks.

Other responsibilities included administering the City's Economic Development effort, including work with the Economic Development Commission and the development of a City owned industrial park, administering the local Community Development Block Grant program, supported by Department of Housing and Urban Development funds, with a major focus on downtown revitalization and housing rehabilitation, and providing staff support to the Zoning Board of Adjustment.

8/81 to 12/83: Coordinator, Office of Community Development, Rochester, NH

I was hired to administer Rochester's first Community Development Block Grant program. The initial program years focused heavily on housing rehabilitation and downtown revitalization. The support of agencies providing critical community services and funding building renovations to comply with ADA Handicapped Accessibility requirements were also important components of the program.

EDUCATION

CONTINUING EDUCATION: Antioch New England Institute/NH Local
Government Center Municipal Leadership Institute
Certificate, Local Government Leadership
December 2005

ADVANCED CERTIFICATES: National Development Council
Certificate, Economic Development Financial Professional
(EDFP)
January 1996

Department of Community Programs, University of Southern
Maine
Certificate, Program in Conflict Management
February 1993

GRADUATE SCHOOL: Program in Engineering for Public Systems, University of
Michigan
Degree: Master of Science (Public Systems Engineering)
(M.S.(P.S.E.))
December 1975

UNDERGRADUATE: College of Engineering, University of Michigan
Degree: Bachelor of Science, Electrical Engineering (B.S.E.E.)
May 1974

MILITARY

SERVICE: USAF Reserve (1970-1973)
USN Reserve (1973-1976)

PROFESSIONAL ORGANIZATIONS

12/86 to present: New Hampshire Planners Association

EXTRACURRICULAR ACTIVITIES

Big Brothers and Big Sisters Organization

Big Brother from 1980 to 1988, Board Member from 1981 to 1991

First Congregational Church, Rochester
Diaconate, Trustee, and Stewardship members 1984 to present
Vice Moderator and Moderator 1987 to 2004 and 2011 to present

Rochester Planning Board
Secretary 1984 to 1988 and regular member 1988 to May 1991

Rochester Solid Waste/Recycling Task Force
Member 1/88 to present
Chair from January 1992 to January 1996

Rochester Master Plan Committee member & Sub-Committee Chair
January 1988 to December 1991

Rochester City Councilor
May 1991 to December 1991

Cooperative Alliance for Seacoast Transportation (COAST)
Member, representing the City of Rochester, from February 1982 to present
Vice Chair 5/83 to 1/88
Chair 1/88 to 12/92 and 9/99 to 8/00
Secretary 1/93 to 8/99
Executive Committee 5/83 to present

New Hampshire Housing Finance Authority Board Vice Chair & Committee Chair
July 2003 to present

Skyhaven Airport Advisory Committee Member and Vice Chair
January 2009 to present

New Hampshire Farm Museum Board Member
March 2005 to June 2011

United Way of the Greater Seacoast Board Member
January 2007 to 2010

New Hampshire Charitable Foundation Piscataqua Region Board member
January 2011 to present

RECOGNITION

Honored by Greater Rochester, NH Chamber of Commerce as 2012 Rochester Citizen of the Year

CHERYL M. ROBICHEAU

Work Experience:

July 2008 – Present

Community Action Partnership of Strafford County - Housing Specialist

In this position I am responsible for the administration of various program grants which focus on assisting low-income individuals with obtaining or retaining affordable housing by assisting with security deposits, rent/mortgage or utility assistance, budget counseling, and helping guide clients toward the goal of self-sufficiency. I have worked with other staff members to develop coordinated application and reporting processes and procedures in order to streamline the client experience with the Agency. I assist other Program Directors with administrative tasks as assigned. I have also worked with Fuel Assistance and Outreach Services. I currently serve on the Board of Directors for Neighbor Helping Neighbor as well as the Emergency Food and Shelter Program, and participate in the local Elderly Wraparound Meetings.

April 1997- June 2008

Cannon Cochran Management Service, Inc (Formerly Northern General Services.) Administrative Assistant/Provider Representative – CompMC Managed Care for Workers' Compensation

In my long tenure with this employer, I worked closely with the Nurse Case Management staff, assisting with data entry and developing databases to track participating medical providers for reporting to the State of NH. I handled a medical-only caseload entering medical notes and paying bills. As Provider Representative, I was responsible for contracting medical providers throughout the State of NH for our Provider Network, as well as organizing the documents needed for our State Certification.

May 1996 – April 1997 (part-time, temporary employment)

University of NH – Computer Science Department - Administrative Assistant to Director of Graduate Studies

In this position I was responsible for all correspondence between the Director of Graduate Studies and students. I also scheduled appointments, and assisted foreign applicants with documents needed for their applications to the program.

May 1996 – November 1996 (part-time, temporary employment)

Northern General Services - Administrative Assistant

In this position I was responsible for entering workers' compensation claims into the database and sending correspondence to clients. I assisted the Senior Nurse Case Manager in developing processes for the new program for medical management of workers' compensation claims, including developing forms, processes and procedures.

November 1996 – April 1997 (part-time, temporary employment)

Community Action Partnership of Strafford County - Data Entry Clerk

In this part-time position I was responsible for entering and verifying data entry for Fuel Assistance applications.

June 1992 – May 1996

Willis Corroon of NH - Administrative Assistant – Pilot Program / CompWorks Managed Care for Workers' Compensation

In this position I worked with the Program Director and Nurse Case Manager for the development and implementation of the State of NH Pilot Program for Managed Care for Workers' Compensation. I helped to develop the processes and procedures, provider network, and forms initially utilized by this program, which eventually became the model for all Managed Care Programs within the State.

October 1987 – May 1992

BankEast –Data Entry Clerk, Operations Department

In this position I was responsible for data entry for the Savings, IRA and Overdraft Departments.

Skills:

I have strong organization skills, and have the ability to multi-task. I am moderately proficient in Excel and Word, am able to develop spreadsheets and professional correspondence, and have good verbal and written communication skills.

Education:

Spaulding High School, Rochester, NH Graduated 1987
Various classes and training in Microsoft Office, Word and Excel

Community Action Partnership of Strafford County

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kenn Ortmann	Community Housing and Development Director	63,814.00	0%	0%
Betsey Andrews Parker	Executive Director	101,000.00	0%	0%
Cheryl Robicheau	Housing Specialist	33,716.00	20%	6,743.00