

COMMISSIONER
Jared S. Chicoine



TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

GA 56

September 6, 2022

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

REQUESTED ACTION

Authorize the N.H. Department of Energy (Energy) to enter into an amendment to an existing **SOLE SOURCE** Contract Agreement with Community Action Program Belknap-Merrimack Counties, Inc. (VC#177203), Concord, NH, by increasing the price limitation by \$166,398 from \$5,149,520 to \$5,315,918 using additional Low-Income Home Energy Assistance Program (LIHEAP) funds from the U.S. Department of Health and Human Services, Administration for Children and Families and by extending the completion date from September 30, 2022 to September 30, 2023 effective upon Governor and Executive Council approval.

This contract was originally approved by Governor and Executive Council on September 23, 2020 (Item #45) and amended on March 24, 2021 and October 27, 2021 (Item #55). **100% Federal Funds.**

Funding is available for FY2023 in the following account:

Department of Energy, LIHEAP FUEL ASST

02-052-052-520010-33540000

LIHEAP FUEL ASST

074-500587 Grants for Pub Assist & Relief

FY2023

\$166,398

EXPLANATION

This is an amendment to a contract that is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Low-Income Home Energy Assistance Program (LIHEAP), their outreach and client service capabilities. NH DOE proposes to continue to subcontract with the five CAAs who have successfully provided similar services at the local level for more than three decades. The CAAs work closely with the NH DOE Fuel Assistance Program Administrator in the implementation of several low-income programs.

The Low Income Home Energy Program (LIHEAP), known in New Hampshire as the Fuel Assistance Program (FAP), for Program Year 21 (PY21) had \$1,115,000 remaining unexpended in regular allocation funds. This amendment adds those funds to the contract and gives the Community Action Agency additional time to expend the funds in order to use them the upcoming heating season.

This Energy contract provides the Community Action Agency with program funds to support eligible New Hampshire residents, especially the working poor, elderly and disabled citizens who are in need of assistance to help pay for heating costs during the winter season. LIHEAP/FAP is a federally funded statewide program that makes home energy more affordable for income-qualified families, disabled and elderly residents of New Hampshire. Program funds are targeted to low-income households with high energy burdens. Federal law establishes maximum income guidelines. Energy subcontracts to the five CAAs who are responsible for providing FAP services at the local level.

In the event Federal Funds are not available, General Funds will not be requested to support this program.

Respectfully submitted,



Jared Chicoine,
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

**SUBJECT: FUEL ASSISTANCE CONTRACT
COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

AMENDMENT # 3

This Amendment dated August 25, 2022 is between the State of New Hampshire Department of Energy, 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Community Action Program Belknap-Merrimack Counties, Inc., P.O. Box 1016, 2 Industrial Park Drive, Concord, Merrimack County, NH 03302 (hereinafter the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), as approved by Governor and Council on September 23, 2020 (Item #45), as amended on March 24, 2021 (Item #43) and October 27, 2021 (Item #55), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

WHEREAS, The State and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:

- A) **Completion Date:** Amend Subparagraph 1.7 of the Agreement by striking the current completion date of September 30, 2022 and inserting in place thereof the date of September 30, 2023.
- B) **Price Limitation:** Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$5,149,520.00 and inserting in place thereof the total sum of \$5,315,918.00.
- C) **Exhibit C – Payment Terms:** Amend Exhibit C, first paragraph by striking the current sum of \$5,149,520.00 and inserting in place thereof the total sum of \$5,315,918.00.

Amend Exhibit C, second paragraph by striking the current sum of \$319,250.00 and inserting for administrative costs \$335,890.00.

Amend Exhibit C, second paragraph by striking the current sum of \$4,628,802.00 and inserting for program costs \$4,778,560.00.

CONTRACT AMENDMENT NHI DEPT. OF ENERGY

Amend Exhibit C, third paragraph by striking the current contract dates of "October 1, 2020 through September 30, 2022" and inserting in place thereof "October 1, 2020 through September 30, 2023"

D) Exhibit D: Amend period covered by this certification to "October 1, 2020 to September 30, 2023"

E) Exhibit E: Amend contract period dates to "October 1, 2020 to September 30, 2023"

- 2. **Continuance of Agreement.** Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
NH Department of Energy

By: [Signature]
Jared Chicoine, Commissioner

Community Action Program Belknap-Merrimack Counties, Inc.

By: [Signature]
Jeanne Agri, Chief Executive Officer

State of New Hampshire
County of Merrimack

On this 29th day of August, 2022, before me, Kathy L. Howard, the undersigned officer, personally appeared Jeanne Agri, who acknowledged himself/herself to be the Chief Executive Officer of Community Action Program Belknap-Merrimack Counties, Inc., a corporation, and that she being authorized so to do, executed the foregoing instrument for the purposes contained therein.

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

[Signature]
Notary Public/Justice of the Peace

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

CONTRACT AMENDMENT NH DEPT. OF ENERGY

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: *J. M. [Signature]*
Assistant Attorney General

Date: September 2, 2022

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on _____, 2022.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____



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



CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on January 13, 2022, at which a quorum of the Directors were present and voting.

VOTED: That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operating Officer/Deputy Director, Jill Lesmerises, Chief Financial Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains **valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8/29/2022

Signature of Elected Officer

Name: Dennis Martino

Title: President, Board of Directors

Rev 1/13/2022
kh:COA 2022 - dennis martino

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 63021

Certificate Number: 0005774597



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2022

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (AC, No, Ext): (603) 669-3218 FAX (AC, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER A: Selective Insurance Co. of SC INSURER B: Granite State Health Care and Human Services Self- INSURER C: Federal Ins Co INSURER D: INSURER E: INSURER F:
	NAC # 19259 20281

COVERAGES CERTIFICATE NUMBER: 21-22 AN/22-23 WC & D&O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S2509940	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2509940	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S2509940	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20220000029 (3a.) NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2022	04/01/2023	Limit \$1,000,000 Deductible \$5,000

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

Refer to policy for exclusions, endorsements and special provisions.

CERTIFICATE HOLDER State of New Hampshire; Dept of Energy 21 South Fruit Street Suite 10 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INTERIM COMMISSIONER
Jared Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

September 29, 2021

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

REQUESTED ACTION

Authorize the N.H. Department of Energy (Energy) to enter into a **Retroactive** amendment to an existing Contract Agreement (Contract #1076438) with Community Action Program Belknap-Merrimack Counties, Inc. (VC#177203), Concord, NH, by extending the completion date from September 30, 2021 to September 30, 2022 with no change in the price limitation of \$5,149,520.00 for the Fuel Assistance Program (FAP), effective retroactively to October 1, 2021 upon approval of Governor and Executive Council. This contract was originally approved by Governor and Executive Council on September 23, 2020 (Item #45) and amended on March 24, 2021 (Item #43). 100% Federal Funds.

EXPLANATION

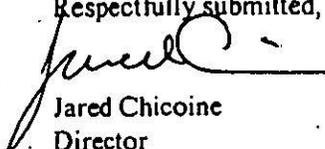
This request is **Retroactive** to allow the vendor additional time to expend the contract funds. US DHHS made CARES Act funds available in FY21 which resulted in an increase in remaining funds for the annual fuel assistance block grant funding. US DHHS allows the state and our subgrantees two years to expend the funds. By extending this contract, the Community Action Agency is able to continue their efforts to add more low-income families to the approved clientele listing for assistance for the new heating season.

This Energy contract provides the Community Action Agency with program funds to support eligible New Hampshire residents, especially the working poor, elderly and disabled citizens who are in need of assistance to help pay for heating costs this winter season.

The Fuel Assistance Program (FAP) is a federally funded statewide program that makes home energy more affordable for income-qualified families, disabled and elderly residents of New Hampshire. Program funds are targeted to low income households with high energy burdens. Federal law establishes maximum income guidelines. Energy subcontracts to the five CAAs who are responsible for providing FAP services at the local level.

In the event Federal Funds are not available, General Funds will not be requested to support this program.

Respectfully submitted,


Jared Chicoine
Director

JC/jel

NEW HAMPSHIRE DEPARTMENT OF ENERGY

**SUBJECT: FUEL ASSISTANCE CONTRACT
COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

AMENDMENT # 2

This Amendment dated September 24, 2021 is between the State of New Hampshire Department of Energy, 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Community Action Program Belknap-Merrimack Counties, Inc., P.O. Box 1016, 2 Industrial Park Drive, Concord, Merrimack County, NH 03302 (hereinafter the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1076438, as approved by Governor and Council on September 23, 2020 (Item #45), as amended on March 24, 2021 (#43), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

WHEREAS, The State and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. Amendment and Modification of Agreement. The Agreement is amended and modified as follows:
 - A) Completion Date: Amend Subparagraph 1.7 of the Agreement by striking the current completion date of September 30, 2021 and inserting in place thereof the date of September 30, 2022.
 - B) Exhibit C – Payment Terms: Amend Exhibit C, third paragraph by striking the current contract dates of "October 1, 2020 through September 30, 2021" and inserting in place thereof "October 1, 2020 through September 30, 2022"
 - C) Exhibit D: Amend period covered by this certification" to "October 1, 2020 to September 30, 2022"
 - D) Exhibit E: Amend contract period dates to "October 1, 2020 to September 30, 2022"
2. Continuance of Agreement. Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

CONTRACT AMENDMENT NH DEPT. OF ENERGY

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
NH Department of Energy

By: [Signature]
Jared Chicoine, Interim Commissioner

Community Action Program Belknap-Merrimack Counties, Inc.

By: [Signature]
Jeanne Agri, Chief Executive Officer

State of New Hampshire
County of Merrimack

On this 27th day of September, 2021, before me, Kathy L. Howard, the undersigned officer, personally appeared Jeanne Agri, who acknowledged himself/herself to be the Chief Executive Officer of Community Action Program Belknap-Merrimack Counties, Inc., a corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes contained therein

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

[Signature]
Notary Public/Justice of the Peace
My Commission expires: KATHY L. HOWARD Notary Public, NH
My Commission Expires October 17, 2023

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Assistant Attorney General

Date: 10/11/2021

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on _____, 2021.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Phone (603) 225-3295
 (800) 856-5525
 Fax (603) 228-1898
 Web www.bm-cap.org



2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on January 14, 2021, at which a quorum of the Directors were present and voting.

VOTED: That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operations Officer/Deputy Director, Rossana Goding, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. Such authority to be in force and effect until September 30, 2022. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Signature of Elected Officer
 Name: Dennis Martino
 Title: President, Board of Directors

Dated: 9/27/2021

Rev 11/12/2020
 kb:COA - dennis martino

ALTON	CONCORD	EPSOM	FRANKLIN	LACONIA	NEWBURY	SUNCOOK
Senior Center 875-7102	Area Center 725-6820	Meadow Brook Housing 734-8250	Head Start 934-2161	Area Center 574-5517	Newbury Common Housing 743-0340	Area Center 485-7824
Prospect View Housing 875-3111	Head Start 724-6492	Head Start 934-2161	Early Head Start 934-2161	Head Start 578-5334		Senior Center 485-4754
	Early Head Start 724-6492	Senior Center 934-2161	Family Planning 934-2161	Senior Center 528-5334		
BELMONT	Concord Area 725-1989	Head Start 934-2161	Workplace Success 934-4151	524-7889	PEMBROKE	TILTON
Heritage Inn Housing 267-8801	Meals on Wheels 725-7072	Senior Center 934-2161		524-5153	Village at Pamphlet's Farms Housing 485-1842	Senior Center 527-8291
	Concord Area Transit 725-1989	Senior Center 934-2161		524-4347		
BRADFORD	Horseshoe Pond Place W/C/CFP 725-7030	Riverside Housing 934-5340				WARNER
Senior Center 938-2104	Workplace Success 723-7305			MEREDITH	PITTSFIELD	Area Center 454-2207
				Area Center 779-4096	Senior Center 435-8482	Head Start 454-2208
					Head Start 435-6618	North Ridge Housing 454-3398
					Early Head Start 435-6611	

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 63021

Certificate Number: 0005338239



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (803) 669-3218 FAX (A/C, No): (803) 645-4331 E-MAIL ADDRESS: manch.certs@grossagency.com	
INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Group INSURER B: Granite State Health Care and Human Services Self- INSURER C: Federal Ins Co INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21-22 All lines w/D&O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBR	YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:				S 2509940	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				S 2509940	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Eg. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0				S 2509940	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	HCHS20210000395 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER. STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability				82471794	04/01/2021	04/01/2022	Limit \$1,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER State of New Hampshire; Dept of Energy 21 South Fruit Street Suite 10 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CHRISTOPHER T. SUNUNU
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF STRATEGIC INITIATIVES
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615

DIVISION OF PLANNING
DIVISION OF ENERGY
www.nh.gov/osi

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March 8, 2021

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

APPROVED BY GOVERNOR
& COUNCIL ON: 3/24/2021
AGENDA ITEM: #43
PO#1076438

REQUESTED ACTION

Authorize the Office of Strategic Initiatives (OSI) to amend the **SOLE SOURCE** Contract Agreement (Contract #1076438) with Community Action Program Belknap-Merrimack Counties, Inc. (VC#177203), Concord, NH, by increasing the contract amount by \$1,410,871.00.00 from \$3,738,649.00 to \$5,149,520.00 for the Fuel Assistance Program (FAP), effective upon approval of Governor and Executive Council, through September 30, 2021. This contract was originally approved by Governor and Executive Council on September 23, 2020 (Item #45). 100% Federal Funds.

<u>Office of Strategic Initiatives, Fuel Assistance</u>	<u>FY 2021</u>
01-02-02-024010-77050000	
074-500587 Grants for Pub Assist & Relief	\$1,410,871.00

EXPLANATION

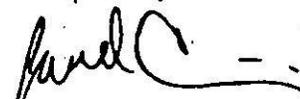
This contract amendment is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAAs) with the New Hampshire Fuel Assistance Program.

The additional amount requested in this contract amendment represents (the CAAs) share of Federal LIHEAP funding expected for PY 2021. This OSI contract amendment will provide the Community Action Agency with program funds to support eligible New Hampshire residents, especially the working poor, elderly and disabled citizens who are in need of assistance to help pay for heating costs this winter season.

The Fuel Assistance Program (FAP) is a federally funded statewide program that makes home energy more affordable for income-qualified families, disabled and elderly residents of New Hampshire. Program funds are targeted to low income households with high energy burdens. Federal law establishes maximum income guidelines. OSI subcontracts to the five CAAs who are responsible for providing FAP services at the local level.

In the event Federal Funds are not available, General Funds will not be requested to support this program.

Respectfully submitted,


Jared Chicoine
Director

JC/adc

G&C 03/24/2021

OFFICE OF STRATEGIC INITIATIVES

SUBJECT: FUEL ASSISTANCE CONTRACT
COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

AMENDMENT

This Amendment dated February 12, 2021 is between the State of New Hampshire, Office of Strategic Initiatives, 107 Pleasant Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Community Action Program Belknap-Merrimack Counties, Inc., P.O. Box 1016, 2 Industrial Park Drive, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1076438, as approved by Governor and Council on September 23, 2020 (Item #45), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

WHEREAS, The State and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. Amendment and Modification of Agreement. The Agreement is amended and modified as follows:

A) Price Limitation: Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$3,738,649.00 and inserting in place thereof the total sum of \$5,149,520.00.

B) Exhibit C - Payment Terms: Amend Exhibit C, first paragraph by striking the current sum of \$3,738,649.00 and inserting in place thereof the total sum of \$5,149,520.00.

Amend Exhibit C, second paragraph by striking the current sum of \$313,694.00 and inserting \$319,250.00 for administrative costs.

Amend Exhibit C, second paragraph by striking the current sum of \$3,223,487.00 and inserting \$4,628,802.00 for program costs.

2. Continuance of Agreement. Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

CONTRACT AMENDMENT OFFICE OF STRATEGIC INITIATIVES

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
Office of Strategic Initiatives

By: [Signature]
Jared Chicoine, Director

Community Action Program Belknap Merrimack Counties, Inc.

By: [Signature]
Michael Tabory, Chief Operating Officer

State of New Hampshire
County of Merrimack

On this 16th day of February, 2021, before me, Kathy L. Howard, the undersigned officer, personally appeared Michael Tabory, who acknowledged himself/herself to be the Chief Operating Officer of Community Action Program Belknap Merrimack Counties, Inc., a corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes contained therein

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

[Signature]
Notary Public/Justice of the Peace
My Commission expires KATHY L. HOWARD Notary Public, NH
My Commission Expires October 17, 2022

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Assistant Attorney General

Date: 3/8/2021

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on MAR 24 2021, 2021.

OFFICE OF THE SECRETARY OF STATE

By: [Signature]

DEPUTY SECRETARY OF STATE

**State of New Hampshire
Department of State**

CERTIFICATE

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

Business ID: 63021

Certificate Number: 0004923691



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2020.

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

William M. Gardner
Secretary of State

Phone (603) 225-3295
 (800) 856-5525
 Fax (603) 228-1898
 Web www.bm-cap.org



2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on January 14, 2021, at which a quorum of the Directors were present and voting.

VOTED: That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operating Officer/Deputy Director, Rossana Goding, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. Such authority to be in force and effect until September 30, 2021. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein,

Dated: 2/16/2021

Dennis Martino
 Signature of Elected Officer
 Name: Dennis Martino
 Title: President, Board of Directors

Rev. 1/14/2021
 ltr:COA - dennis martino

ALTON Senior Center 875-7102 Regional Vets Housing 875-3111	CONCORD Area Center 725-4480 Head Start 725-4472 Early Head Start 224-4472 Community Area Meals on Wheels 725-9072 Capital Area Transit 225-1989 Manchester Food Place 725-4954 WIC/CFE 225-2650 Workplace Success 225-2301	EPSOM Member Area Housing 726-9750	FRANKLIN Head Start 934-2161 Early Head Start 934-2161 Senior Center 934-4131 Riverside Housing 934-6240	LACONIA Area Center 824-5812 Head Start 825-6334 Early Head Start 878-5334 Senior Center 824-7439 Family Planning 824-6432 Workplace Success 824-4347	MEREDITH Area Center 779-4091	NEWBURY Newbury Commons Housing 743-8340	NEWBURY Senior Center 455-7824 Senior Center 455-4284	PEMBROKE Village of Pembroke Home Housing 485-1842	PITTSFIELD Senior Center 433-6487 Head Start 435-4418 Early Head Start 435-4411	SUNCOOK Area Center 455-7824 Senior Center 455-4284	TILTON Senior Center 527-6791	WARNER Area Center 455-7207 Head Start 456-2708 North Ridge Housing 456-3278
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COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 14, 2021, and has not been amended or revoked and remains in effect as of the date listed below.

2/16/2021

Date

Bruce Carri

Bruce Carri
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2021

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

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

PRODUCER FIAICross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andree Nicklin PHONE (AG, In, Ext): (803) 689-3218 FAX (AG, In): (803) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com
INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1018 Concord NH 03302	INSURER(S) AFFORDING COVERAGE INSURER A: Tokio Marine Holdings, Inc. INSURER B: Granite State Health Care and Human Services Self- INSURER C: Federal Ins Co (2028) INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 20-21 AL 21-22 WC REVISION NUMBER:

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

INSTR LTR	TYPE OF INSURANCE	ADDL EXEMPT (YES/NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK2187440	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E & O) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		PHPK2187429	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (E & O) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB740340	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS20210000395 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability		82471794	04/01/2020	04/01/2021	Limit \$1,000,000 Deductible \$5,000

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

(Job #: Job Type: Strategic Initiatives (OSI))
Confirmation of Coverage.

CERTIFICATE HOLDER Office of Strategic Initiatives (OSI) 107 Pleasant Street Johnson Hall, 3rd Floor 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 <i>Jalitha...</i>
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CHRISTOPHER T. SUNUNU
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF STRATEGIC INITIATIVES

107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615

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DIVISION OF PLANNING
DIVISION OF ENERGY
www.nh.gov/osi

September 9, 2020

APPROVED BY GOVERNOR
& COUNCIL ON: 9/23/2020
AGENDA ITEM: #45
PO#1076438

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

REQUESTED ACTION

1) Authorize the Office of Strategic Initiatives (OSI) to enter into a **SOLE SOURCE** contract with Community Action Program Belknap-Merrimack Counties, Inc., (VC #177203), Concord, NH, in the amount of \$3,738,649 for the Fuel Assistance Program effective October 1, 2020 through September 30, 2021, upon approval of Governor and Executive Council. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in FY 2021 upon the availability and continued appropriation of funds in the future operating budget.

Office of Strategic Initiatives, Fuel Assistance

FY 2021

01-02-02-024010-77050000

074-500587 Grants for Pub Assist & Relief

\$3,738,649.00

2) Further request authorization to advance Community Action Program Belknap-Merrimack Counties, Inc. \$360,311.00 from the above-referenced contract amount.

EXPLANATION

This contract is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Fuel Assistance Program (FAP), their outreach and client service capabilities, the synergies that benefit the FAP as a result of the five statewide CAAs' implementation of several other federal assistance programs, and the infrastructure that is already in place to deliver FAP services. OSI proposes to continue to subcontract with the five CAAs who have successfully provided FAP services at the local level for more than three decades. The CAAs work closely with the OSI FAP Administrator in the implementation of the program.

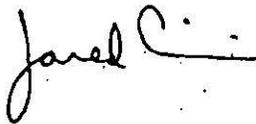
FAP is a statewide program, funded by a Federal Low Income Home Energy Assistance Program (LIHEAP) Block Grant, and works to make home energy more affordable for income-qualified New Hampshire families, including those who are elderly or disabled. Program funds are targeted to low income households with high energy burdens. The current maximum income level is 60% of the State Median Income (SMI), which is \$69,686.00 for a family of four. The average FAP benefit during the last program year was \$890.00.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
September 9, 2020
Page 2 of 2

The LIHEAP program operates on an October 1, 2020 to September 30, 2021 program year, but at this time Congress has not finalized appropriations for the Federal fiscal year 2021. Therefore, the contract amount for each of the Community Action Agencies is based upon OSI's best estimate of anticipated federal funding, including carryover funds from the prior program year. No funds will be obligated under this contract unless federal monies are available to be expended. The proposed advance of funds will enable the CAA to operate the program between monthly reimbursements from the State.

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

Respectfully submitted,



Jared Chicoine
Director

JC/EPs

Enclosures

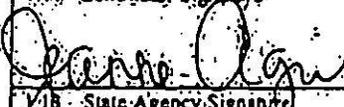
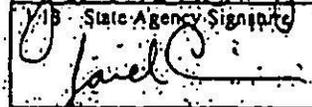
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Office of Strategic Initiatives		1.2 State Agency Address 107 Pleasant Street, Johnson Hall Concord, New Hampshire 03301	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address P.O. Box 1016, Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number 01-02-02-024010-77050000-074-500587 02E21A	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$3,738,649.00
1.9 Contracting Officer for State Agency Eileen Smigłowski, Fuel Assistance Program Administrator		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature  Date: 9/9/2020		1.12 Name and Title of Contractor Signatory Jeanne Agri, Executive Director	
1.13 State Agency Signature  Date: 9/9/2020		1.14 Name and Title of State Agency Signatory Jared Chicoine, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/11/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number:  DEPUTY SECRETARY OF STATE SEP 23 2020			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition; at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1. Subparagraph 1.16 of the General Provisions, shall not apply to this agreement.
2. On or before the date set forth in Block 1.7 of the General Provisions, the Contractor shall deliver to the State an independent audit of the Contractor's entire agency by a qualified independent auditor in good standing with the state and federal government.
3. This audit shall be conducted in accordance with the audit requirements of Office of Management and Budget (OMB) Circular 2 CFR 200, Subpart F- Audit Requirements. The Fuel Assistance Program shall be considered a "major program" for purposes of this audit.
4. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.
5. The audit report shall include a schedule of prior years' questioned costs along with an Agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to OSI. The audit shall be forwarded to OSI within one month of the time of receipt by the Agency, accompanied by an action plan for each finding or questioned cost.
6. Delete the following from paragraph 10 of the General Provisions: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."
7. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.
8. Program and financial records pertaining to this contract shall be retained by the Agency for 3 (three) years from the date of submission of the final expenditure report per 2 CFR 200.333 - Retention Requirements for Records and until all audit findings have been resolved.
9. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995", the following provisions are applicable to this grant award:
 - a) Section 507: "Purchase of American -Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."
 - b) Section 508: " When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all states receiving federal funds, including but not limited to

state and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed

with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources."

10. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within thirty (30) days of the completion date (Agreement Block 1.7).

11. ADVANCES. Advance funds must be used solely for appropriate Fuel Assistance Program expenditures. Advance program funds are to be used only for Fuel Assistance Program vendor payments. All Fuel Assistance Program payments, including Advance program payments, must be transferred from the Community Action Agency's general operating account into a specific Fuel Assistance Program account within 48 hours after being received electronically from the State. CAAs must submit the bank account number of the designated bank account for the advance funds to OSI prior to the electronic submission of the funds to the CAA. Unspent Advance program funds must remain in the FAP dedicated account at all times and cannot be comingled with any other CAA funds. CAAs are required to submit a complete electronic copy of the FAP-dedicated bank account statement to OSI on a monthly basis.

EXHIBIT B

SCOPE OF SERVICES

The Contractor agrees to provide Fuel Assistance Program services to qualified low income individuals, and agrees to perform all such services and other work necessary to operate the Program in accordance with the requirements of this contract, the principles and objectives set forth in the Fuel Assistance Program Procedures Manual, Information Memoranda, and other guidance as determined by OSI.

Fuel Assistance Program (FAP) services will be defined to include the following categories:

1. Outreach, eligibility, determination and certification of FAP applicants.
2. Payments directly to energy vendors:
 - a. Reimbursement for goods and services delivered
 - b. Lines of credit
 - c. Budget plan payments
3. Payments directly to landlords via vouchers for renters who pay their energy costs as undefined portions of their rent.
4. Payments directly to clients only when deemed appropriate and necessary as defined in the Fuel Assistance Procedures Manual.
5. Emergency Assistance in the form of reimbursements for goods or services delivered in accordance with paragraphs 3 and 4 above.

EXHIBIT C
PAYMENT TERMS

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of \$3,738,649.00 (which hereinafter is referred to as the "Grant").

Upon the State's receipt of the 2021 Low Income Home Energy Assistance Program grant from the US Department of Health and Human Services, the following funds will be authorized:

\$313,694.00 for administration costs; of which \$37,962.00 will be issued as a cash advance;
\$3,223,487.00 for program costs, of which \$322,349.00 will be issued as a cash advance;
\$201,468.00 for Assurance 16.

The dates for this contract are October 1, 2020 through September 30, 2021.

Approval to obligate (Exhibit I) the above-awarded funds will be provided in writing by the Office of Strategic Initiatives to the Contractor as the Federal funds become available. Drawdowns from the balance of funds will be made to the Contractor only after written documentation of cash need is submitted to the State. Disbursement of the Grant shall be in accordance with procedures established by the State as detailed in the Fuel Assistance Program Procedures Manual.

CFDA Title: Low Income Home Energy Assistance Program
CFDA No: 93.568
Award Name: Low Income Home Energy Assistance Program
Federal Agency: Health & Human Services
Administration for Children and Families
Office of Community Services

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT D

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

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

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

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

Director, New Hampshire Office of Strategic Initiatives,
107 Pleasant Street, Johnson Hall, Concord, NH 03301

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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd**

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

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

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

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

Community Action Program Belknap-Merrimack Counties, Inc. October 1, 2020 to September 30, 2021
Contractor Name Period covered by this Certification

Jeanne Agri, Executive _____
Name and Title of Authorized Contractor Representative

Jeanne Agri 9/9/2020
Contractor Representative Signature Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

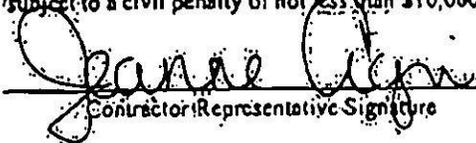
Programs (indicate applicable program covered):
LIHEAP

Contract Period: October 1, 2020 to September 30, 2021

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

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

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


Contractor Representative Signature

Executive Director
Contractor's Representative Title

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

9/9/2020
Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT F

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

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

Instructions for Certification

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Office of Strategic Initiatives' 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 OSI 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, OSI may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the OSI 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 OSI.
- (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 OSI, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, OSI may terminate this transaction for cause or default.

P37 Exhibit D thru H

1.IHEAP21
CFDA#93.368

Page 4 of 7
Initials QA Date 9.9.2020

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

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

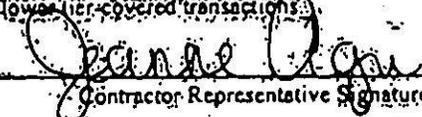
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or for a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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

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

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

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


Contractor Representative Signature

Executive Director
Contractor's Representative Title

Community Action Program Belknap-Merrimack Counties, Inc. 9/9/2020
Contractor Name Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Janne Agui
Contractor Representative Signature

Executive Director

Contractor's Representative Title

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

9/9/2020
Date

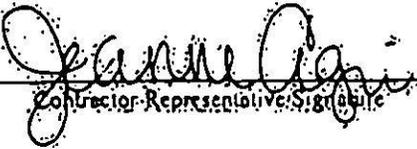
NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

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

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



Contractor Representative Signature

Executive Director
Contractor's Representative Title

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

9/9/2020
Date

FAP Approval to Obligate

EXAMPLE ONLY
APPROVAL TO OBLIGATE
FUEL ASSISTANCE PROGRAM

Exhibit I

STATE	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
First 7/1/2019 Wood and SEAS Only					
CONTRACTED BUDGET	538,220.00	5,648,370.00	4,582.60	357,200.00	6,548,372.60
EXPECTED BUDGET	0.00	0.00	0.00	0.00	0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	0.00	0.00	0.00	1,165,551.00
TOTAL AVAILABLE TO OBLIGATE	0.00	1,165,551.00	0.00	0.00	1,165,551.00
NOT AUTHORIZED TO OBLIGATE	538,220.00	4,480,819.00	4,582.60	357,200.00	5,380,821.60

BMCA	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
First 7/1/2019					
CONTRACTED BUDGET	95,663.00	1,003,586.00	1,000.00	69,960.00	1,170,209.00
EXPECTED BUDGET	0.00	0.00	0.00	0.00	0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	207,112.00	0.00	0.00	207,112.00
TOTAL AVAILABLE TO OBLIGATE	0.00	207,112.00	0.00	0.00	207,112.00
NOT AUTHORIZED TO OBLIGATE	95,663.00	798,474.00	1,000.00	69,960.00	963,097.00

SNHS	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
First 7/1/2019					
CONTRACTED BUDGET	163,777.00	1,718,162.00	1,000.00	84,220.00	1,967,149.00
EXPECTED BUDGET	0.00	0.00	0.00	0.00	0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	354,578.00	0.00	0.00	354,578.00
TOTAL AVAILABLE TO OBLIGATE	0.00	354,578.00	0.00	0.00	354,578.00
NOT AUTHORIZED TO OBLIGATE	163,777.00	1,363,574.00	1,000.00	84,220.00	1,612,571.00

SCS	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
First 7/1/2019					
CONTRACTED BUDGET	83,835.00	879,501.00	825.00	64,960.00	1,029,121.00
EXPECTED BUDGET	0.00	0.00	0.00	0.00	0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	181,504.00	0.00	0.00	181,504.00
TOTAL AVAILABLE TO OBLIGATE	0.00	181,504.00	0.00	0.00	181,504.00
NOT AUTHORIZED TO OBLIGATE	83,835.00	697,997.00	825.00	64,960.00	847,617.00

CAPSC	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
First 7/1/2019					
CONTRACTED BUDGET	54,576.00	673,693.00	757.60	55,110.00	684,136.60
EXPECTED BUDGET	0.00	0.00	0.00	0.00	0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	118,373.00	0.00	0.00	118,373.00
TOTAL AVAILABLE TO OBLIGATE	0.00	118,373.00	0.00	0.00	118,373.00
NOT AUTHORIZED TO OBLIGATE	54,576.00	455,220.00	757.60	55,110.00	565,763.60

TCCA	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
First 7/1/2019					
CONTRACTED BUDGET	140,269.00	1,471,538.00	1,000.00	82,950.00	1,695,757.00
EXPECTED BUDGET	0.00	0.00	0.00	0.00	0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	303,984.00	0.00	0.00	303,984.00
TOTAL AVAILABLE TO OBLIGATE	0.00	303,984.00	0.00	0.00	303,984.00
NOT AUTHORIZED TO OBLIGATE	140,269.00	1,167,554.00	1,000.00	82,950.00	1,391,773.00

LIHEAP21
CFDA#93.568

P37 Exhibit I
Contractor Initials: *CA*
Date: *9/9/2020*

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT J
FORM A

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

1. The DUNS number for your entity is: 07-399-7504

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

NO

YES

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

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(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: _____

Contractor Initials GA
Date 09-20-20
Page 2 of 2
LIHEAP21 CFDA#93.568

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 63021

Certificate Number: 0004923691



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2020.

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

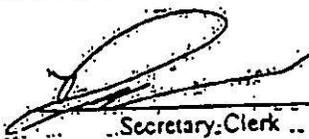
I, Robert Krieger, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 03/12/2020, such authority to be in force and effect until 9/30/2021 (correct termination date) (see attached)

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

- Jeanne Agri, Executive Director
- Michael Tabory, Deputy Director
- Steven E. Gregoire, Budget Analyst
- Dennis Martino, President, Board of Directors

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

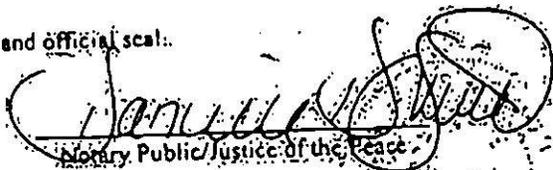
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 9th day of September 2020.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 9th day of September 2020, before me Danielle D. Smith the undersigned Officer, personally appeared Robert Krieger, who acknowledged himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Notary Public/Justice of the Peace

Commission Expiration Date:

DANIELLE D. SMITH
Justice of the Peace - New Hampshire
My Commission Expires May 20, 2025

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on March 12, 2020, and has not been amended or revoked and remains in effect as of the date listed below.

9/9/2020

Date



Robert Krieger
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2020

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME Karen Shaughnessy PHONE (603) 866-3218 FAX (603) 843-4331 EMAIL kshaughnessy@crossagency.com
INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1018 Concord NH 03302	INSURER A: Philadelphia Ins Co INSURER B: Granite State Health Care and Human Services Inst. INSURER C: Federal Ins Co INSURER D: INSURER E:

COVERAGES CERTIFICATE NUMBER: 18-20 All Lines 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.

LINE	TYPE OF INSURANCE	INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OTHER 0 PER AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> MO. <input type="checkbox"/> LOC		PHPK2041343	10/01/2018	10/01/2020	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$100,000 MED EXP (Per person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$3,000,000 PRODUCTS - COMPOP AGG: \$3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AUT AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2041342	10/01/2018	10/01/2020	BODILY INJURY (Per person): \$1,000,000 BODILY INJURY (Per person): \$1,000,000 PROPERTY DAMAGE (Per person): \$1,000,000 Uninsured motorist: \$1,000,000 EACH OCCURRENCE: \$5,000,000 AGGREGATE: \$5,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION: \$10,000		PHU884892	10/01/2018	10/01/2020	EACH OCCURRENCE: \$3,000,000 AGGREGATE: \$3,000,000
B	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPERTY OWNED BY THE MEMBER/ OFFICER/ MEMBER EXCLUDED? (If not, describe and by description of operations below)	Y/N	NCHS207000000185 (38.) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER EMPLOYEE <input type="checkbox"/> PER ACCIDENT \$1,000,000 \$1,000,000 \$1,000,000
C	Directors & Officers Liability		82471784	04/01/2020	04/01/2021	Limit: \$1,000,000 Deductible: \$5,000

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

(Job #: Job Type: Strategic Initiatives (OSI))
Confirmation of Coverage.

CERTIFICATE HOLDER: Office of Strategic Initiatives (OSI) 107 Pleasant Street Johnson Hall, 3rd Floor 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 <i>Karen Shaughnessy</i>
--	---

Financial Statements

COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.

FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORTS

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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FINANCIAL STATEMENTS

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**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONCORD
DOVER • CONCORD
STRATHAM

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2019 and 2018, and the related statements of activities, functional expenses and cash flows, and notes to the financial statements for the years then ended.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 16, 2020, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Seone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 16, 2020

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2019 AND 2018

	<u>ASSETS</u>	
	2019	2018
CURRENT ASSETS		
Cash	\$ 1,411,762	\$ 1,751,885
Accounts receivable	2,321,041	2,993,405
Inventory	22,800	26,587
Prepaid expenses	52,632	88,287
Investments	<u>102,522</u>	<u>88,753</u>
Total current assets	<u>3,910,757</u>	<u>4,958,697</u>
PROPERTY		
Land, buildings and improvements	4,748,673	4,634,220
Equipment, furniture and vehicles	<u>5,979,320</u>	<u>6,227,722</u>
Total property	<u>10,728,093</u>	10,881,942
Less accumulated depreciation	<u>6,330,580</u>	<u>8,936,808</u>
Property, net	<u>4,398,413</u>	<u>3,925,134</u>
OTHER ASSETS		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
TOTAL ASSETS	<u>\$ 8,448,611</u>	<u>\$ 9,023,272</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Current portion of notes payable	\$ 183,269	\$ 172,745
Accounts payable	1,069,185	1,443,697
Accrued expenses	1,068,748	1,056,676
Refundable advances	<u>898,332</u>	<u>1,187,333</u>
Total current liabilities	3,317,514	3,860,451
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>781,385</u>	<u>862,781</u>
Total liabilities	<u>4,098,899</u>	<u>4,823,232</u>
NET ASSETS		
Without Donor Restrictions	3,842,297	3,497,187
With Donor Restrictions	<u>507,415</u>	<u>702,853</u>
Total net assets	<u>4,349,712</u>	<u>4,200,040</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,448,611</u>	<u>\$ 9,023,272</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2019

	Without Donor Restrictions	With Donor Restrictions	2019 Total
REVENUES AND OTHER SUPPORT			
Grant awards	\$ 19,205,554	\$ -	\$ 19,205,554
Other funds	4,705,408	169,246	4,875,654
In-kind	629,464		629,464
United Way	18,227		18,227
	<hr/>	<hr/>	<hr/>
Total revenues and other support	24,759,653	169,246	24,928,899
NET ASSETS RELEASED FROM RESTRICTIONS	364,664	(364,664)	
	<hr/>	<hr/>	
Total	25,124,337	(195,438)	24,928,899
EXPENSES			
Salaries and wages	8,905,642		8,905,642
Payroll taxes and benefits	2,428,774		2,428,774
Travel	324,491		324,491
Occupancy	1,310,477		1,310,477
Program services	6,941,429		6,941,429
Other costs	1,707,999		1,707,999
Depreciation	330,491		330,491
In-kind	829,924		829,924
	<hr/>	<hr/>	<hr/>
Total expenses	24,779,227		24,779,227
CHANGE IN NET ASSETS	345,110	(195,438)	149,672
NET ASSETS, BEGINNING OF YEAR	3,497,187	702,853	4,200,040
	<hr/>	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 3,842,297	\$ 507,415	\$ 4,349,712

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>
REVENUES AND OTHER SUPPORT			
Grant awards	\$ 17,935,847	\$ -	\$ 17,935,847
Other funds	1,538,501	2,870,131	4,408,632
In-kind	1,147,978	-	1,147,978
United Way	<u>30,517</u>	<u>-</u>	<u>30,517</u>
Total revenues and other support	20,652,843	2,870,131	23,522,974
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,811,389</u>	<u>(2,811,389)</u>	<u>-</u>
Total	<u>23,464,232</u>	<u>58,742</u>	<u>23,522,974</u>
EXPENSES			
Salaries and wages	8,295,198	-	8,295,198
Payroll taxes and benefits	2,054,985	-	2,054,985
Travel	281,239	-	281,239
Occupancy	1,222,773	-	1,222,773
Program services	7,979,371	-	7,979,371
Other costs	1,836,269	-	1,836,269
Depreciation	236,706	-	236,706
In-kind	<u>1,147,978</u>	<u>-</u>	<u>1,147,978</u>
Total expenses	<u>22,854,499</u>	<u>-</u>	<u>22,854,499</u>
CHANGE IN NET ASSETS	609,733	58,742	668,475
NET ASSETS, BEGINNING OF YEAR	<u>2,887,454</u>	<u>644,111</u>	<u>3,531,565</u>
NET ASSETS, END OF YEAR	\$ <u>3,497,187</u>	\$ <u>702,853</u>	\$ <u>4,200,040</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2019**

	<u>2018</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 149,672	\$ 688,475
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	330,491	236,706
Decrease (increase) in current assets:		
Accounts receivable	672,364	(831,433)
Inventory	3,767	(5,037)
Prepaid expenses	35,855	6,028
Decrease (increase) in current liabilities:		
Accounts payable	(374,532)	595,980
Accrued expenses	10,072	37,250
Refundable advances	(149,001)	28,002
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>638,488</u>	<u>735,881</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(803,770)	(523,729)
Investment in partnership	(3,769)	(13,528)
NET CASH USED IN INVESTING ACTIVITIES	<u>(807,539)</u>	<u>(537,257)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(170,672)	(178,363)
NET CASH USED IN FINANCING ACTIVITIES	<u>(170,672)</u>	<u>(178,363)</u>
NET (DECREASE) INCREASE IN CASH	<u>(339,723)</u>	<u>19,341</u>
CASH BALANCE, BEGINNING OF YEAR	<u>1,751,685</u>	<u>1,732,344</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,411,962</u>	<u>\$ 1,751,685</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 63,133</u>	<u>\$ 73,582</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2019

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,882,073	\$ 223,569	\$ 8,905,642
Payroll taxes and benefits	2,320,432	108,342	2,428,774
Travel	323,333	1,158	324,491
Occupancy	1,293,439	17,038	1,310,477
Program Services	8,941,429	-	8,941,429
Other costs:			
Accounting fees	-	57,892	57,892
Legal fees	18,554	3,520	23,074
Supplies	284,548	-	284,548
Postage and shipping	53,134	-	53,134
Equipment rental and maintenance	2,208	-	2,208
Printing and publications	45,786	3,732	49,518
Conferences, conventions and meetings	22,840	27,848	50,688
Interest	46,478	16,655	63,133
Insurance	143,136	6,760	149,896
Membership fees	9,891	9,093	18,984
Utility and maintenance	214,214	-	214,214
Computer services	37,562	1,304	38,866
Other	701,232	612	701,844
Depreciation	330,491	-	330,491
In-kind	629,924	-	629,924
Total functional expenses	<u>\$ 24,301,704</u>	<u>\$ 477,523</u>	<u>\$ 24,779,227</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2018.

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,028,291	\$ 288,907	\$ 8,317,198
Payroll taxes and benefits	1,948,839	108,126	2,056,965
Travel	270,829	1,410	281,239
Occupancy	1,107,004	115,769	1,222,773
Program Services	7,979,371		7,979,371
Other costs:			
Accounting fees	24,915	27,549	52,464
Legal fees	5,137		5,137
Supplies	238,553	26,718	265,271
Postage and shipping	49,153	1,052	50,205
Equipment rental and maintenance	1,680		1,680
Printing and publications	3,843	27,649	31,292
Conferences, conventions and meetings	13,730	9,544	23,274
Interest	88,274	5,308	93,582
Insurance	123,457	35,257	158,714
Membership fees	19,045	8,668	27,713
Utility and maintenance	185,862	64,390	250,272
Computer services	21,517	17,179	38,696
Other	645,081	14,888	659,969
Depreciation	231,959	4,747	236,706
In-kind	1,147,978		1,147,978
Total functional expenses	\$ 22,119,338	\$ 735,161	\$ 22,854,499

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Nature of Organization

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

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United State of America.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic - 958) - Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has presented these statements accordingly. The ASU has been applied retrospectively to all periods presented.

Financial Statement Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets, without donor restrictions include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Organization had net assets with donor restrictions of \$507,415 and \$702,853 at February 28, 2019 and 2018, respectively. See Note 13.

Income Taxes

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

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2015.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2016 through 2019), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a)

create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions:

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$829,924 and \$1,147,978 in donated facilities, services and supplies for the years ended February 28, 2019 and 2018, respectively, as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$35,519 and \$292,141 for the years ended February 28, 2019 and 2018, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$793,945 and \$846,237 for the years ended February 28, 2019 and 2018, respectively.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$9,800 for the year ended February 28, 2018. There was no donation for the year ended February 28, 2019.

Advertising:

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2019 and 2018 totaled \$54,461 and \$32,855, respectively.

Inventory

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

Functional Allocation of Expenses:

The costs of providing the various programs and other activities have been presented in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

<u>Expense</u>	<u>Method of allocation</u>
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

14. RELATED PARTY TRANSACTIONS

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

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

There was \$139,441 due from CAPBMC Development Corporation at both February 28, 2019 and 2018.

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

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

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

The total amount due from the related parties (collectively) at February 28, 2019 and 2018 was \$185,937 and \$114,032, respectively and is included in accounts receivables.

15. RECLASSIFICATION

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

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-It program in certain mutual funds. The fair value of the mutual funds totaled \$101,522 and \$97,753 at February 28, 2019 and 2018, respectively.

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

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

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

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

At February 28, 2019 and 2018, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

	<u>2019</u>	<u>2018</u>
Beginning balance - mutual funds	\$ 97,753	\$ 84,225
Total gains (losses) - mutual funds	3,769	9,528
Purchases	<u> </u>	<u>4,000</u>
Ending balance - mutual funds	<u>\$ 101,522</u>	<u>\$ 97,753</u>

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

The Organization also has \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 28, 2019 and 2018.

17. FISCAL AGENT

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

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 16, 2020, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2019

- NOTE 1** BASIS OF PRESENTATION
The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.
- NOTE 2** SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.
- NOTE 3** INDIRECT COST RATE
Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.
- NOTE 4** FOOD COMMODITIES AND VEHICLES
Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.



COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2019 and 2018, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated January 16, 2020.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2018-001 that we consider to be a material weakness.

Compliance and Other Matters

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

Purpose of this Report

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

*Leone McDonnell & Roberts
Professional Association*

Concord, New Hampshire
January 18, 2020

**Leone
McDonnell
& Roberts**
REGISTERED ACCOUNTANTS
CERTIFIED PUBLIC ACCOUNTANTS
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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2019. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2019.

Report on Internal Control Over Compliance

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

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

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

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

Leone McConnell & Prohaska
Professional Association

Concord, New Hampshire
January 16, 2020

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2019

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknop-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. One material weakness relating to the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknop-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknop-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(e).
7. The programs tested as major programs include:
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Aging Cluster, 93.044, 93.045 and 93.053, Social Services Block Grant 93.667, U.S. Department of Agriculture, Women, Infants and Children 10.557, U.S. Department of Transportation, Formula Grants for Rural Areas 20.509, Enhanced Mobility of Seniors and Individuals with Disabilities 20.513.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknop-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2019-001

Condition: The financial statements presented to the auditor at the beginning of fieldwork understated net income by a material amount. This was primarily the result of improper cut off due to revenue related to the fiscal year under audit being recorded to the subsequent period.

Criteria: The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis and a review is completed prior to closing the financial reports for the year.

Cause: The Organization lost staff and their accumulated knowledge of Fiscal Department processes and procedures. This led to general ledger entries being posted late or mis-posted.

Effect: Significant adjusting journal entries were proposed by the auditor to ensure accurate revenue cut off for the period under audit. Additionally, the auditor proposed a significant adjusting entry to reduce expenses as a result of workers' compensation insurance expenses being over-accrued.

Recommendations: The auditors recommend that the Organization implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. Further, the auditors recommend that the financial closing process be simplified and include a review of all significant balance sheet and profit and loss accounts.

Views of Responsible Officials: Staff turnover and short staffing resulted in the errors leading to this finding. Agency Officials recognize the need to ensure the presence of qualified staff for operational continuity. The Organization will implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. The Director of Finance will also develop procedures to produce financial reports on a periodic basis.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None



Effective April 2020

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

BOARD OF DIRECTORS

Dennis Martino, *President*

Heather Brown

David Siff, Esq., *Vice President*

Theresa M. Cromwell

Safiya Wazir, *Treasurer*

Christine Averill

Robert (Bob) Krieger, *Secretary-Clerk*

Ben Wilson, AAMS®

Sara A. Lewko

A. Bruce Carri, CFP, CPA EA

Kathy Goode

Current fiscal year (3/1/20 – 2/28/21) board meetings – 3/12/20, 5/14/20, 9/10/20, 11/12/20, 1/14/21

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

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
10/01/20-09/30/21

KEY PERSONNEL SALARIES AND ALLOCATION

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Agri	Executive Director	\$140,639	0%	\$0.00
Elizabeth Heyward	Community Services Director	\$59,007	50%	\$29,503.50
Valerie Provenzano	Program Manager, Fuel Assistance	\$38,025	50%	\$19,012.50

Jeanne Agri

PROFESSIONAL PROFILE

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

WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH
Executive Director

2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agency's overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and/or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures, and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH
Education and Nutrition Operations Director

2016 - 2018

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

Director of Child Development Programs

2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research-based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities, and transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customer expectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs 1999-2001

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

Area Manager/Education Manager 1997-1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

Child Care Center Director/Site Manager 1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

New Hampshire Technical College, Nashua, NH 1995-1997
Instructor

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

EDUCATION

Southern New Hampshire University, Manchester, NH June 2017
Master's in Business Administration

Notre Dame College, Manchester, NH 1981
Bachelors of Arts in Elementary Education

Elizabeth Heyward

Highlights

- Fundraising and event planning
- Relationship building expert
- Deadline-driven
- Donor database management
- Exceptional multi-tasker
- Decisive problem solver
- Organized and efficient
- Motivated team player
- Cross-functional team management

Experience

Community Services Director- August 2017-Present

- Responsible for the planning, scheduling, implementation and monitoring of the Fuel and Electric Assistance Programs.
- Responsible for the development of internal operating procedures for the Fuel and Electric Assistance Programs compliance with agency and funding requirements
- Responsible for the development of the operating budget for Fuel and Electric Assistance Programs and area center structure with compliance with agency and funding source requirements.
- Responsible for the management, training, supervision and evaluation of Fuel and Electric Assistance and area center staff.
- Responsible for compiling and maintaining accurate records of programs statistics, financial reports, reimbursement requests for agency and various funding sources.
- Responsible for developing and implementing outreach plans and centralize client intake for Fuel and Electric Assistance Programs and other agencies services provided through the area center structure. This will be done in conjunction with agency program and area center directors.
- Responsible for securing adequate funding for Fuel and Electric Assistance Programs and local funding of area center system by local cities and towns.
- Responsible for providing public relations and information related to Fuel and

Electric Assistance Programs and area center services.

- Responsible for coordinating with other program and area center directors on grant development by other agency programs and services to meet local community needs.
- Responsible for preparing, writing, and organizing proposals and applications for Fuel and Electric Assistance Programs and area center programs.
- Responsible for the development and implementation of the information and referral system used by the area center staff.
- Responsible for the development and implementation of a community needs assessment for the Agency and communities served.
- Assist in planning, development and implementation of a data collections software package with the state and other local CAP agencies.

Director of Mission Advancement- June 2016- July 2017

- Work with the Executive Director and other members of senior leadership to develop the annual operating budget and identify the financial needs of the organization that must be met by fundraising;
- Create and manage the annual development plan that encompasses individual and institutional giving (foundations, corporation and partners);
- Track key metrics, where success is measured by growth in contributor numbers, donor retention and dollars raised;
- Manage the development budget and assist the Executive Director in developing individual Board member fundraising plans;
- Manage the portfolio of donor prospects, including identifying, researching, qualifying, cultivating, and soliciting gifts from individuals, corporations, and foundations.
- Support the Executive Director in major gift cultivation and solicitation efforts through research, planning, strategy, moves management process.
- Collaborate with the Executive Director to create individualized stewardship plans for top contributors, including customized donor reports and donor recognition.
- Manage the annual giving program, including communications, appeals, and stewardship.
- Personally acknowledge contributors and the impact of their gifts.
- Manage budget (expenses and revenues) and staff on charitable gaming activities and placement and sales of vending machines.
- Effectively position/prepare the Executive Director and Board members for interactions with major contributors and prospects.

- Provide ongoing inspiration, support, resources and training in fundraising to the Board and staff.
- Manage the Development and Communications staff for message management and effective use of the contributor database, moves management and other tools, including cause-related marketing, cultivation events, etc.
- Collaborate with other GBS staff in the timely development of written communications such as annual appeals, direct mail and advertising.
- Travel to meet with top contributors in addition to fundraising events and board meetings.

Director of Community Relations-March 2015-June 2016

- Treasure of the Private Provider Network in Concord NH.
- Assist in all fundraising events for Great Bay. Including plan, and execution.
- Provide active representation at local and state level events and meetings.
- Stay current and report back on recent state and federal disability news.
- Increase community awareness of the organization, client services, and business opportunities.
- Assist with the newsletter, media presentations, marketing materials, and fundraising events.
- Make presentations at High Schools PTA's, and parent groups.
- Seek out other venues where groups of parents attend meetings..
- Meet with area Special Education Directors,
- Develop an active Business Advisory Council.

Associate Director of Programs and Services September 2013-March 2015-Great Bay Services

- Oversees Clinical Services. Supervises Case Managers and Nurses. Oversees Individual Service Plans, progress notes and other program documentation. Assures coordination between case managers and appropriate program staff.
- Conducts interdisciplinary staff meetings with case managers, nurses, residential managers and community center staff to assure coordination of services, client concerns, incidents and trends. Facilitates problem solving and is solution focused.
- Oversees Employment, Day and Residential Services. Reviews consumer progress, written reports and assures coordination between all assigned managers. Supervises all direct care program managers.
- Is responsible for the hiring and dismissal of all direct care staff.

- Responsible for orientation and training of program staff.
 - Oversees Residential Managers
 - Acts as liaison with funding and regulatory agencies including Developmental Disabilities of Maine and New Hampshire.
 - Assists in preparation of annual budget for services Responsible for contract management and compliance for all services reporting to the position.
 - Oversees consumer admission, intake, program management, transfer and discharge decisions and procedures.
 - Works in collaboration with and supports the Executive Director on various projects and initiatives.
 - Assists the Executive Director in matters relating to organizational operations.
- Acts as
- back up for the Executive Director in his/her absence.
 - Coordinates orients and oversees placements of volunteers and interns.

Program Manager for Employment Services October 2011- August 2013-Great Bay Services

Community Employment Coordinator: Great Bay Services, November 2008- October 2011

Secretary: Leddy Center for the Performing Arts, July 2008- March 2009

Marketing and Communications Intern: Amphenol TCS, October 2007- August 2008

Education

- MBA in Leadership: SNHU, Manchester NH
- Graduate Certificate in Leadership in a Not for Profit: SNHU, Manchester, NH
- Bachelor of Science in Business Administration, Hesser College, Manchester, NH
- Associates Degree in Public Relations, Hesser College, Manchester, NH

Skills and Training

- Constant Contact- Monthly newsletter
- Donor Perfect- Use this for our donor database.
- Attended the CASE Summer Institute in Educational Fundraising
- Microsoft Office- Word, Excel, Publisher, and PowerPoint
- Board of Directors for Epping Community Church

Valerie L Provenzano

4. Profile

Experienced in office administrative and management skills
Excellent communication skills, assisting others and independent working capabilities

4. Skills

Applications: Microsoft Excel, Office, Word and Outlook, Quickbooks

4. Work Experience

Community Action Program Belknap-Merrimack Counties Inc., Concord NH
Fuel Assistance Program Manager, Community Services Dept 6/2017 – present
Responsible for the day to day operations and management duties of the Federal Fuel Assistance program (LUHEAP) in the Community Service Department. Assists in the planning, implementation, monitoring and reporting of the Fuel Assistance program. Provides operational management support for the office functions in Concord and at local centers, including applications, certifications, interaction with participants and vendor inquiries, preparation and maintenance of record keeping systems and collection of data statistics for all programs for funding requests and reports. Assists in the certification and processing of incoming FAP/EAP applications to include vendor and client notification. Answers FAP/EAP office telephone calls to resolve questions and inquiries. Provides FAP program information, modifications and procedure manual information directed from OSI to Intake, Certifier(s) and program A/P clerk. Supervises Certifier(s). Maintains full understanding and knowledge of and oversees the FAP invoice payment process, issuance, maintenance and follow-up of FAP program Vendor contracts and fiscal procedures. Maintains knowledge of federal, state and agency policies and procedures for effective implementation of the Fuel Assistance Program goals and objectives.

Program Assistant, Community Services Dept 2/2009 – 6/2017
Assist Director with the administration and management duties of the Federal Fuel Assistance Program (LUHEAP) and State Electrical Assistance programs. Assist in the oversight of the intake and outreach functions of the agency's Area Center system. Provides clerical support for office functions in the Concord office and at the local centers, including applications, certifications, interaction with participants and vendor inquiries, preparation and maintenance of record keeping systems and collection of data statistics for all programs for funding requests and reports. Coordinates the paperwork flow of information to participants, Area Center staff and other programs within the agency. Assists in training and coaching of Intake staff and Area Center Managers.

D&S Designs, LLC, Gilmanston IW, NH
Bookkeeper/Office Manager 2003 - 11/2008
Responsible for managing the day to day office operations for this custom fine cabinetry and furniture company. Interact with clients and contractors to schedule work. Track progress and job costs of multiple projects. Utilize Quickbooks for billing, accounts payable & receivable, payroll, banking, time tracking, job & supply ordering, budgeting, forecasting and marketing. Compose bid letters and proposals. Prepare and maintain employee records and all human resource functions. Maintained sales literature and company website. As needed, supervised Shop personnel and assisted with detail and finish work of cabinetry.

Palmer Gas & Oil Company, Atkinson, NH
Sales Support Staff 2001 – 2003
Assisted inside and outside Sales personnel. Scheduled sales personnel appointments and installation of products and technicians. Client Communications. Assisted with general office duties and support.

Eastern Propane & Oil Company, Loudon, NH

Office Manager

2000 - 2001

Managed 6 office personnel. Responsible for hiring, training and motivation. Calculate and submit weekly payroll for 30+ employees. Submit accounts payable for department. General office duties: inputting and maintaining all new/existing customer accounts, monthly budget and pre-buy accounts and customer correspondence.

Service Department Managers Assistant

1998 - 2000

Assisted in supervising 9 LP/Oil technicians. Scheduled appointments and installations. Answer & resolve incoming Service Dept telephone calls.

✦ Education

Hesser College, Manchester, NH

Associate Degree in Business Science, 1987

Continuing Education, Concord and Derry School Districts

Certificates of Completion - Microsoft Windows 98 and Excel

✦ Activities

Membership in Greater Concord Area Chamber of Commerce, 2007 - 2008

✦ References - available upon request

Project Name: Bristol Broadband Now
Grantee Name: Town of Bristol, New Hampshire
Total CARES Act Grant Amount: \$1,592,000
Total Properties Served: 312
Location(s): Bristol, NH

Project Name: 144-22-A
Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications
Total CARES Act Funds: \$355,619
Total Properties Served: 257
Location(s): Washington, NH

Project Name: 148-20-W
Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications
Total CARES Act Funds: \$292,899
Total Properties Served: 122
Location(s): Deering, NH

Project Name: 147-20-A
Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications
Total CARES Act Funds: \$252,205
Total Properties Served: 178
Location(s): Washington/Stoddard, NH

Project Name: 159-19-A
Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications
Total CARES Act Funds: \$162,369
Total Properties Served: 93
Location(s): Washington, NH

Project Name: 146-20-H
Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications
Total CARES Act Funds: \$126,223
Total Properties Served: 60
Location(s): Hillsborough, NH

GRANTEE SUMMARY

Grantee Name: Granite State Telephone Inc.
Total CARES Act Grant Amount: \$1,189,315
Total Properties Served: 710
Location(s): Deering, Hillsborough, Stoddard, Washington, NH

Project Name: Errol, NH Speed Upgrade
Grantee Name: Consolidated Communications Enterprise Services, Inc.
Total CARES Act Funds: \$135,000
Total Properties Served: 79
Location(s): Errol, NH

Project Name: Springfield, NH FTTP
Grantee Name: Consolidated Communications Enterprise Services, Inc.
Total CARES Act Funds: \$507,000
Total Properties Served: 788
Location(s): Springfield, NH

Project Name: Danbury, NH FTTP
Grantee Name: Consolidated Communications Enterprise Services, Inc.
Total CARES Act Funds: \$1,722,563
Total Properties Served: 708
Location(s): Danbury, NH

Project Name: Mason, NH FTTP
Grantee Name: Consolidated Communications Enterprise Services, Inc.
Total CARES Act Funds: \$1,353,500
Total Properties Served: 592
Location(s): Mason, NH

GRANTEE SUMMARY

Grantee Name: Consolidated Communications Enterprise Services, Inc.
Total CARES Act Funds: \$3,718,063
Total Properties Served: 2,167
Location(s): Danbury, Errol, Mason Springfield, NH

Project Name: Comcast Broadband Expansion Project
Grantee Name: Comcast Cable Communications, LLC
Total CARES Act Funds: \$146,372
Total Properties Served: 73
Location(s): Canaan, Hinsdale, Loudon, NH

Project Name: STODDARD-RT123
Grantee Name: Fibercast Corporation
Total CARES Act Funds: \$336,637.50
Total Properties Served: 309
Location(s): Stoddard, NH

Project Name: NELSON-STODDARD-RT9
Grantee Name: Fibercast Corporation
Total CARES Act Funds: \$181,136.10
Total Properties Served: 144

Location(s): Nelson, Stoddard, NH

GRANTEE SUMMARY

Grantee Name: Fibercast Corporation

Total CARES Act Funds: \$517,773.60

Total Properties Served: 453

Location(s): Nelson, Stoddard, NH

Project Name: NHEC Broadband Connect – Town of Colebrook
Grantee Name: New Hampshire Electric Cooperative, Inc. (NHEC)

Total CARES Act Funds: \$3,406,628

Total Properties Served: 487

Location(s): Colebrook, Stewartstown, Clarksville, NH

Project Name: NHEC Broadband Connect – Town of Lempster
Grantee Name: New Hampshire Electric Cooperative, Inc. (NHEC)

Total CARES Act Funds: \$3,337,087

Total Properties Served: 358

Location(s): Lempster, NH

GRANTEE SUMMARY

Grantee Name: New Hampshire Electric Cooperative, Inc. (NHEC)

Total CARES Act Funds: \$6,743,715

Total Properties Served: 845

Location(s): Colebrook, Clarksville, Lempster, Stewartstown, NH

CARES ACT FUNDS: \$13,907,238.60

PROPERTIES SERVED: 4,560

LOCATIONS: Bristol, Canaan, Clarksville, Colebrook, Danbury, Deering, Errol, Hinsdale, Hillsborough, Lempster, Loudon, Mason, Nelson, Springfield, Stewartstown, Stoddard, Washington

Thank you Mr. Chairman for the opportunity to testify this morning. I will be brief. For the record, my name is Jared Chicoine and I'm the Director of the Governor's Office of Strategic Initiatives. By way of background, OSI administered the Connecting NH Emergency Broadband Expansion Program last year which was created to address the increased need for internet connectivity due to the Covid19 Pandemic. This program was authorized by Governor Chris Sununu and was funded through the CARES Act Coronavirus Relief Fund.

The Program spent 13.9 million dollars and connected 4,500 previously unserved properties in 19 communities.

SB 85-FN - AS INTRODUCED

2021 SESSION

21-0832
05/10

SENATE BILL

85-FN

AN ACT

establishing a broadband matching grant initiative and fund.

SPONSORS:

Sen. Bradley, Dist 3; Sen. Cavanaugh, Dist 16; Sen. Avard, Dist 12; Sen. Prentiss, Dist 5; Sen. Sherman, Dist 24; Sen. Ward, Dist 8; Sen. Watters, Dist 4; Sen. Daniels, Dist 11; Sen. Gannon, Dist 23; Sen. Giuda, Dist 2; Sen. Rosenwald, Dist 13; Sen. D'Allesandro, Dist 20; Sen. Hennessey, Dist 1; Sen. Carson, Dist 14; Rep. Umberger, Carr. 2; Rep. Marsh, Carr. 8; Rep. Cushing, Rock. 21

COMMITTEE:

Election Law and Municipal Affairs

ANALYSIS

This bill establishes the broadband matching grant initiative and fund in the office of strategic initiatives.

.....

Explanation:

Matter added to current law appears in *bold italics*.

Matter removed from current law appears (~~in brackets and struck through~~.)

Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

SB 85-FN - AS INTRODUCED

- Page 2 -

1 II. Planning costs shall be ineligible for reimbursement. For cases of demonstrated financial
2 hardship, applicants may apply for a waiver to this requirement, subject to the approval by the office
3 of strategic initiatives.

4 III. The political subdivision or communications district shall provide up to 50 percent of the
5 total cost of the project. Sources of the match may include revenue bonds issued by the political
6 subdivision or bonds issued by the communication district. Political subdivisions may negotiate with
7 broadband providers for private contribution. Any private contribution shall be credited towards the
8 political subdivision or communications district share of the project.

9 IV. The office of strategic initiatives shall adopt rules under RSA 541-A and RSA 4-C:5,
10 relative to grant application and distribution procedures.

11 4-C:40 Broadband Matching Grant Fund.

12 I. There is hereby established the broadband matching grant fund. The fund shall be keep
13 separate and distinct from all other funds and shall be continually appropriated to the director of the
14 office of strategic initiatives for the purposes of this subdivision. In addition to state appropriations,
15 the office of strategic initiatives may accept gifts, grants, and donations for deposit into the fund.

16 II. Any federal funds received by the state for the purposes of expanding or improving
17 Internet access that are not otherwise committed to other programs or required by the federal
18 legislation authorizing the funds shall be deposited into the broadband matching grant fund.

19 3 New Subparagraph; Dedicated Funds; Broadband Matching Grant Fund. Amend RSA 6:12,
20 1(b) by inserting after subparagraph (364) the following new subparagraph:

21 (365) Moneys deposited in the broadband matching grant fund under RSA 4-C:40.

22 4 Effective Date. This act shall take effect July 1, 2021.

LBA
21-0832
1/21/21

SB 85-FN- FISCAL NOTE
AS INTRODUCED

AN ACT establishing a broadband matching grant initiative and fund.

FISCAL IMPACT: State County Local None

STATE:	Estimated Increase / (Decrease)			
	FY 2021.	FY 2022	FY 2023	FY 2024
Appropriation	\$0	\$0	\$0	\$0
Revenue	\$0	\$0	\$0	\$0
Expenditures	\$0	Indeterminable Increase	Indeterminable Increase	Indeterminable Increase
Funding Source:	<input checked="" type="checkbox"/> General <input type="checkbox"/> Education <input type="checkbox"/> Highway <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Broadband Matching Grant Fund			

COUNTY:

Revenue	\$0	Indeterminable Increase	Indeterminable Increase	Indeterminable Increase
Expenditures	\$0	Indeterminable Increase	Indeterminable Increase	Indeterminable Increase

LOCAL:

Revenue	\$0	Indeterminable Increase	Indeterminable Increase	Indeterminable Increase
Expenditures	\$0	Indeterminable Increase	Indeterminable Increase	Indeterminable Increase

METHODOLOGY:

This bill establishes a broadband matching grant initiative within the Office of Strategic Initiatives (OSI) and a nonlapsing continually appropriated Broadband Matching Grant Fund to provide matching grants to eligible political subdivisions and communications districts in order to improve broadband access across the state. OSI anticipates partnering with other state agencies to fulfill the objectives of the bill. The program shall be funded with state appropriations, gifts grants and donations and any federal funds received by the state for the purposes of expanding or improving Internet access that are not otherwise committed to other programs or required by the federal legislation to be used for other purposes. There is no appropriation in this bill.

The Office is unable to estimate a potential administrative cost as the number of applications are unknown, and therefore the fiscal impact of this new program is indeterminable.

Any political subdivision or communications district formed under RSA 53-G shall be eligible for a grant of up to 50 percent of the total eligible costs of a project. The fiscal impact would be based on the number and scale of eligible projects and based on rules for eligibility determined by the Office of Strategic Initiatives.

AGENCIES CONTACTED:

Office of Strategic Initiatives