

STATE OF NEW HAMPSHIRE

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Elms, 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

80

May 15, 2024

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (Department) to enter into a **RETROACTIVE** amendment to an existing **SOLE SOURCE** contract with Community Action Partnership of Strafford County (VC#177198), Manchester, NH, for the Low-Income Household Water Assistance Program, by extending the completion date from March 31, 2024 to June 30, 2024, changing the amount of the program from \$273,234 to \$169,787.16, and changing the scope to authorize onetime supplemental payments of \$742 to eligible customers that applied for the program by March 31, 2024 totaling \$77,168 within the updated price limitation of \$169,787.16, effective upon Governor and Executive Council approval.

The original contract was approved by Governor and Executive Council on September 21, 2022, Item #62, and amended on September 20, 2023, Item #5C. **100% Federal Funds.**

Funding is available in the following accounts:

Fiscal Year	Account/Class	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	02-52-52-520010-24520000-074-500587	Grants for Pub Assist & Relief	\$120,316.00	(\$111,641.00)	\$8,675.00
2023	02-52-52-520010-19880000-074-500587	Grants for Pub Assist & Relief	\$152,918.00	(\$68,973.84)	\$83,944.16
2024	02-52-52-520010-19880000-074-500587	Grants for Pub Assist & Relief	\$0.00	\$77,168.00	\$77,168.00
		Total	\$273,234.00	(\$103,446.84)	\$169,787.16

**EXPLANATION**

This contract 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, the synergies that will benefit the Low Income Home Water Assistance Program (LIHWAP) as a result of the five statewide CAAs' implementations of several other federal assistance programs, and the infrastructure that is already in place to deliver LIHWAP services. The Department 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 Department's Fuel Assistance Program Administrator in the implementation of several low-income programs.

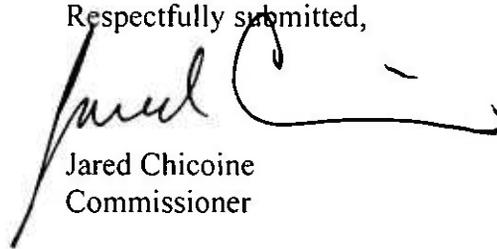
This contract is **RETROACTIVE** because the Department wanted to ensure the amendments had accurate numbers to determine the amount of the onetime supplemental and the program did not close until March 31<sup>st</sup> and the US DHHS is allowing the Department to make payments with the remaining funds until June 30, 2024.

LIHWAP is a statewide program funded by Federal LIHEAP grants, to provide residential water and sewer arrearage payment services for those making 60% or less of state median income. Program funds originally were provided for arrearage payoffs to low-income households.

The program ended on March 31, 2024 and the US DHHS has authorized the Department to reallocate the remaining funds based on number of households to provide a one-time credit to all households that are eligible and applied for the program by March 31<sup>st</sup>. This reallocation is combined with a decrease in the program's American Rescue Program Act funding by \$722,867.30 by the US DHHS.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jared Chicoine', is written over the typed name and title. The signature is fluid and cursive, with a long horizontal stroke at the end.

Jared Chicoine  
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

SUBJECT: LOW-INCOME HOME WATER ASSISTANCE PROGRAM  
COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

AMENDMENT #2

This Amendment dated April 17, 2024, 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 Partnership of Strafford County, 577 Central Avenue, Suite 10, PO Box 160, Dover, Strafford County, NH 03820 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), as approved by Governor and Council September 21, 2022, Item #62, and amended on September 20, 2023, Item #5C, 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:

- I. **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 March 31, 2024 and inserting in place thereof the date of June 30, 2024.
  - B) **Price Limitation:** Amend Subparagraph 1.8 of the Agreement by striking the current Price Limitation of \$273,234 and inserting in place thereof \$169,787.16.
  - C) **Exhibit C – Payment Terms:**
    1. Amend Exhibit C, third paragraph by striking the current contract date of "upon Governor and Council approval through March 31, 2024" and inserting in place thereof "upon Governor and Council approval through June 30, 2024."

2. Amend line one under American Rescue Plan Act by striking \$17,945.00 and insert in place thereof \$8,675.00.
  3. Amend line two under American Rescue Plan Act by striking \$102,371.00 and insert in place thereof \$0.
  4. Amend line two under Consolidated Appropriations Act: by striking \$130,626.00 and insert in place thereof \$138,820.16.
  5. Add third line under Consolidated Appropriations Act to read "Of the \$138,820.16, \$77,168.00 shall be used to provide a \$742 supplemental payment to water/sewer vendors to be applied toward eligible customers' current bill, with any remaining funds to be applied as a credit.
- D) Exhibit D: Amend period covered by this certification to "upon Governor and Council approval through June 30, 2024."
- E) Exhibit E: Amend contract period dates to "upon Governor and Council approval through June 30, 2024."
- F) Exhibit B – Scope of Services: Amend Exhibit B to include paragraph 4. Supplemental payments directly to water/sewer vendors to be applied towards eligible customers' current bill, with any remaining funds to be applied as credit to assist with rate reduction.
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: \_\_\_\_\_

Jared S. Chicoine, Commissioner

Community Action Partnership of Strafford County

By: \_\_\_\_\_

Lois P. Craig CFO  
(Name & Title of Person Authorized to Sign)

State of New Hampshire  
County of Strafford

On this 17<sup>th</sup> day of April, 2024, before me, Cheryl Robichaux, the undersigned officer, personally appeared Leslie Craigen, who acknowledged himself/herself to be the CEO of Community Action Partnership of Strafford County, 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:



Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]

Assistant Attorney General

Date: 4/18/2024

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on \_\_\_\_\_, 2024.

OFFICE OF THE SECRETARY OF STATE

By: \_\_\_\_\_

Title: \_\_\_\_\_

# 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 PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 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: 65583

Certificate Number: 0006664113



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of April A.D. 2024.

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

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Alan Brown, hereby certify that:

1. I am duly elected Secretary of Community Action Partnership of Strafford County.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on November 15, 2023, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Betsey Andrews Parker, CEO and Leslie Craigen, CFO are duly authorized on behalf of Community Action Partnership of Strafford County 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 affect 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 was **valid thirty (30) days prior to and 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: 4-16-2024

  
\_\_\_\_\_

Signature of Elected Officer

Name: Alan Brown

Title: Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2023

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).

<b>PRODUCER</b> CGI Insurance, Inc. 5 Dartmouth Drive  Auburn NH 03032	<b>CONTACT NAME:</b> Teri Davis <b>PHONE (A/C, No, Ext):</b> (877) 562-8954 <b>E-MAIL ADDRESS:</b> TDavis@CGIBusinessInsurance.com	<b>FAX (A/C, No):</b> (866) 574-2443
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Community Action Partnership of Strafford County DBA: Strafford CAP 577 Central St, Ste 10 Dover 03820	<b>INSURER A:</b> Hanover Insurance Company	<b>NAIC #</b> 22292
	<b>INSURER B:</b> Eastern Alliance	<b>NAIC #</b> 10724
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:

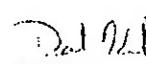
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 <input checked="" type="checkbox"/> Abuse/Molestation Liab \$1M  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHV A192135	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included Professional Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			AWVA156930	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NIL			UHVA192136	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01-0000113794-06	07/01/2023	07/01/2024	<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

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

Workers' Compensation: 3(a) State(s) NH

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Department of Energy Division of Administration 21 South Fruit Street, Ste 10 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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COMMISSIONER  
Jared S. Chicoine



5C

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
[www.energy.nh.gov](http://www.energy.nh.gov)

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.

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

September 20, 2023

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

### REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to enter into an amendment to an existing **SOLE SOURCE** contract with Community Action Partnership of Strafford County (VC#177200), Dover, NH, for the Low-Income Household Water Assistance Program, by extending the completion date from September 30, 2023 to March 31, 2024, effective upon Governor and Executive Council approval. No additional funding is involved with this contract.

The original contract was approved by Governor and Executive Council on September 21, 2022, Item #62. **100% Federal Funds**

### EXPLANATION

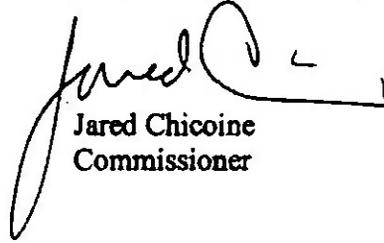
This contract is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Low-Income Home Energy Assistance Program (LIHEAP), their outreach and client service capabilities, the synergies that will benefit the Low Income Home Water Assistance Program (LIHWAP) as a result of the five statewide CAAs' implementations of several other federal assistance programs, and the infrastructure that is already in place to deliver LIHWAP services. The Department 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 Department's Fuel Assistance Program Administrator in the implementation of several low-income programs.

LIHWAP is a statewide program, funded by Federal LIHEAP grants, to provide residential water and sewer arrearage payment services for those making 60% or less of state median income. Program funds will provide arrearage payoffs to low-income households.

The US DHHS recently afforded states the opportunity to extend this program for an additional six months. The Department recently sought and received approval for this extension. No additional funds were made available. No funds will be obligated under this contract unless federal monies are available to be expended.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared Chicoine", with a large, stylized flourish extending to the right.

Jared Chicoine  
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

SUBJECT: FUEL ASSISTANCE CONTRACT  
COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

AMENDMENT

This Amendment dated August 21, 2023, 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 Partnership of Strafford County, 577 Central Avenue, Suite 10, P.O. Box 160, Dover, Strafford County, NH 03820 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), as approved by Governor and Council September 21, 2022 (Item #62), 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, 2023 and inserting in place thereof the date of March 31, 2024.
  - B) **Exhibit C – Payment Terms:** Amend Exhibit C, third paragraph by striking the current contract date of "upon Governor and Council approval through September 30, 2023" and inserting in place thereof "upon Governor and Council approval through March 31, 2024."
  - C) **Exhibit D:** Amend period covered by this certification to "upon Governor and Council approval through March 31, 2024."
  - D) **Exhibit E:** Amend contract period dates to "upon Governor and Council approval through March 31, 2024."

CONTRACT AMENDMENT  
NH DEPT. OF ENERGY

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]  
Dared Chicoine, Commissioner

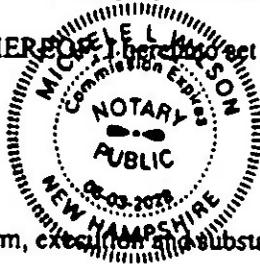
Community Action Partnership of Strafford County

By: [Signature] - Chair  
(Name & Title of Person Authorized to Sign)  
CAPSC BOB

State of New Hampshire  
County of Strafford

On this 22 day of August, 2023, before me, Michael Wilson the undersigned officer, personally appeared Theresa Davis, who acknowledged himself/herself to be the Board Chair of Community Action Partnership of Strafford County, a corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes contained therein.

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



[Signature]  
Notary Public/Justice of the Peace  
My Commission expires: 5/3/28

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Assistant Attorney General

Date: 9/1/2023

CONTRACT AMENDMENT  
NH DEPT. OF ENERGY

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on SEP 20 2023, 2023.

OFFICE OF THE SECRETARY OF STATE

By: 

~~SECRETARY OF STATE~~

**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 PARTNERSHIP OF STRAFFORD COUNTY** is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 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: 65583

Certificate Number: 0006195759



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2023.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTE**

**(Corporate Authority)**

I, Alison Dorow, Board Secretary of Community Action Partnership of Strafford County

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly

elected and acting Board of Directors Secretary of the Corporation;(2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books;(4) that the Board of Directors of the Corporation have authorized, on October 20, 2022 such authority to be in force and effect until October 19, 2023.

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

Betsy Andrews Parker

(name)

CEO

(position)

Terry Jarvis

(name)

Board Chair

(position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire

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.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Secretary of the corporation this 22 day of August, 2023.



Alison Dorow/Board Secretary

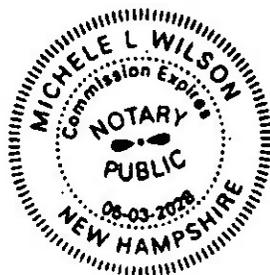
STATE OF New Hampshire

COUNTY OF Strafford

On this 22<sup>nd</sup> day of August, 2023, before me, Michele Wilson, the Undersigned Officer, personally appeared Alison Dorow who acknowledged her/himself

To be the Board Secretary of Community Action Partnership of Strafford County, a corporation and that She/he as such Board Secretary being authorized to do so, executed the foregoing instrument for the Purposes therein contained.

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



Notary Public/Michele Wilson

Commission Expiration Date: 5/3/2028



# CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)  
06/27/2023

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).

<b>PRODUCER</b> CGI Insurance, Inc. 5 Dartmouth Drive  Auburn NH 03032		<b>CONTACT NAME:</b> Teri Davis <b>PHONE (A/C, H/L, EXT):</b> (877) 582-6954 <b>FAX (A/C, H/L):</b> (606) 574-2443 <b>EMAIL ADDRESS:</b> TDavis@CGIBusinessInsurance.com	
<b>INSURED</b> Community Action Partnership of Strafford County DBA: Strafford CAP 577 Central St, Ste 10 Dover 03820		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hanover Insurance Company	<b>NAIC #</b> 22292
		<b>INSURER B:</b> Eastern Alliance	10724
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 23-24 Master      **REVISION NUMBER:**

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

LINE LTR	TYPE OF INSURANCE	PRODUCER INFO	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 Abuse/Molestation Liab \$1M  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC OTHER:		ZHV A192135	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP ACC \$ Included Professional Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS - NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		AWVA 156930	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NIL		UHVA 192136	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	01-0000113794-06	07/01/2023	07/01/2024	<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

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

Workers' Compensation: 3(s) State(s) NH

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Energy Division of Administration 21 South Fruit Street, Ste 10 Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Dan Hill</i>
--	---

COMMISSIONER  
Jared S. Chioine

DEPUTY COMMISSIONER  
Christopher J. Elms, 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

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September 6, 2022

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

### REQUESTED ACTION

1) Authorize the New Hampshire Department of Energy (NH DOE) to enter into a **SOLE SOURCE** contract with Community Action Partnership of Strafford County, (VC #177200); Dover, NH, in the amount of \$273,234.00 for the Low-Income Household Water Assistance Program (LIHWAP) effective upon Governor and Executive Council approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in FY 2023 upon the availability and continued appropriation of funds in the future operating budget.

<u>NH Department of Energy Water Assistance Program</u>	<u>FY 2023</u>
2-52-52-520010-24520000	
074-500587 Grants for Pub Assist & Relief	\$120,316.00
2-52-52-520010-19880000	
074-500587 Grants for Pub Assist & Relief	\$152,918.00
<b>Total:</b>	<b>\$273,234.00</b>

2) Further request authorization to advance Community Action Partnership of Strafford County, \$109,293.00 from the above-referenced contract amount.

### EXPLANATION

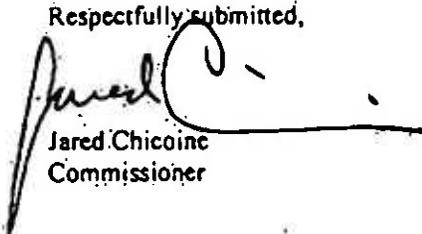
This contract is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Low-Income Home Energy Assistance Program (LIHEAP), their outreach and client service capabilities, the synergies that will benefit the LIHWAP as a result of the five statewide CAAs' implementations of several other federal assistance programs, and the infrastructure that is already in place to deliver LIHWAP services. 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.

LIHWAP is a statewide program, funded by Federal LIHEAP grants, to provide residential water/sewer arrearage payment services for NH Fuel Assistance Program enrolled families, including those who are elderly or disabled. Program funds will provide arrearage payoffs to low-income households.

This LIHWAP program will be operating on a September 21, 2022 to September 30, 2023 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 CAAs 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  
Commissioner

Federal Award Date: May 28, 2021  
 UEI: Z3KKLWND4993

FORM NUMBER P-37 (version 12/11/2019)

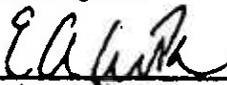
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

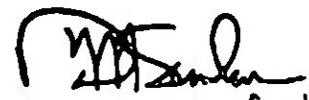
**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Energy		<b>1.2 State Agency Address</b> 21 So. Fruit Street, Ste. 10 Concord, New Hampshire 03301	
<b>1.3 Contractor Name</b> Community Action Partnership of Strafford County		<b>1.4 Contractor Address</b> 577 Central Avenue, Suite 10, PO Box 160, Dover, NH 03820	
<b>1.5 Contractor Phone Number</b> (603) 516-8130	<b>1.6 Account Number</b> 02-52-52-52010-19880000-500587 and 02-52-52-52010-24520000-500587	<b>1.7 Completion Date</b> September 30, 2023	<b>1.8 Price Limitation</b> \$273,234.00
<b>1.9 Contracting Officer for State Agency</b> Eileen Smiglowski, Fuel Assistance Program Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-8317	
<b>1.11 Contractor Signature</b>  Date: 8/24/22		<b>1.12 Name and Title of Contractor Signatory</b> Betsy Andrews Parker, Executive Director	
<b>1.13 State Agency Signature</b>  Date: 8/30/22		<b>1.14 Name and Title of State Agency Signatory</b> Christopher Elms, Deputy Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: September 2, 2022			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: <b>SEP 21 2022</b>			

  
 Secretary of State

Contractor Initials   
 Date 8/29/22  
 CAPSC 2101NHLWC5/6  
 CFDA#93.568

Federal Award Date: May 28, 2021

UEI: Z3KKLWND4993

**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

Contractor Initials *EAP*

Date *8/24/22*

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Federal Award Date: May 28, 2021

UEI: Z3KKLWND4993

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.

Federal Award Date: May 28, 2021  
UEI: Z3KKLWND4993

**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 a 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.

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UEI: Z3KKLWND4993

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.

Contractor Initials *EAP*  
Date *8/29/22*  
CAPSC 2101NHLWCS16  
CFDA#93.568

## EXHIBIT A

### SPECIAL PROVISIONS

1. 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.
2. 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.
3. 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.
4. The audit shall be forwarded to NH DOE within one month of the time of receipt by the Agency, accompanied by an action plan for each finding or questioned cost.
5. 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."
6. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.
7. 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.
8. 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."
9. 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).

10. **ADVANCES.** Advance funds must be used solely for appropriate LIHWAP expenditures. Advance program funds are to be used only for Water Assistance Program vendor payments. All Water Assistance Program payments, including Advance program payments, must be transferred from the Community Action Agency's general operating account into the CAA's LIHEAP account and assigned with a specific account # to differentiate those funds from LIHEAP program funds 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 NH DOE 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 commingled with any other CAA funds. CAAs are required to submit a complete electronic copy of the FAP-dedicated bank account statement to NH DOE on a monthly basis.

## EXHIBIT B

### SCOPE OF SERVICES

The Contractor agrees to provide Low-Income Household Water 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 Low-Income Household Water Assistance Program Procedures Manual, Information Memoranda, and other guidance as determined by NH DOE.

Water Assistance Program (LIHWAP) services will be defined to include the following categories:

1. Outreach, eligibility, determination and certification of LIHWAP applicants.
2. Payments directly to water/sewer vendors to remove water/sewer arrearages for currently qualified clients
3. Payments directly to current landlords for proven water/sewer arrearage amounts for their renters who pay their water/sewer costs as undefined portions of their rent.

**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 \$273,234.00 (which hereinafter is referred to as the "Grant").

Upon the State's receipt of the 2022 LIHWAP American Rescue Plan Act and Consolidated Appropriation Act grants from the US Department of Health and Human Services, and Governor and Executive Council approval, the following funds will be authorized:

**American Rescue Plan Act:**

\$17,945.00 for administration costs, of which \$7,178.00 will be issued as a cash advance;  
\$102,371.00 for program costs, of which \$40,948.00 will be issued as a cash advance;

**Consolidated Appropriations Act:**

\$22,292.00 for administration costs, of which \$8,917.00 will be issued as a cash advance;  
\$130,626.00 for program costs, of which \$52,250.00 will be issued as a cash advance;

The dates for this contract are upon Governor and Council approval through September 30, 2023.

Approval to obligate (Exhibit I) the above-awarded funds will be provided in writing by the New Hampshire Department of Energy 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 Low-Income Household Water 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: Dept. of Health & Human Services  
Administration for Children and Families  
Office of Community Services

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT D

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

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

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

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

LIHWAP Director, New Hampshire Department of Energy,  
21 So. Fruit St., Ste. 10, 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 GRANTEEES OTHER THAN INDIVIDUALS, cont'd**

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

- (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 Partnership of Stafford County

Contractor Name

September 21, 2022 to September 30, 2023

Period covered by this Certification

Betsey Andrews Parker, CEO

Name and Title of Authorized Contractor Representative



Contractor Representative Signature

8/29/22

Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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):
LIHWAP

Contract Period: September 21, 2022 to September 30, 2023

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

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

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

Contractor Representative Signature: [Handwritten Signature]
Contractor's Representative Title: Betsey Andrews Parker, CEO
Community Action Partnership of Strafford County
Date: 8/29/22

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### 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 DOE's 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 NH DOE 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, NH DOE may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the NH DOE 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 NH DOE.
- (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 NHDOE, 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, NH DOE may terminate this transaction for cause or default.

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

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

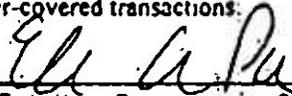
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or 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.

	Betsey Andrews Parker, CEO
Contractor Representative Signature	Contractor's Representative Title
Community Action Partnership of Strafford County	8/29/22
Contractor Name	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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.



Contractor Representative Signature

Betsy Andrews Parker, CEO

Contractor's Representative Title

Community Action Partnership of Strafford County

Contractor Name

8/29/22

Date

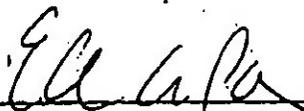
NEW HAMPSHIRE DEPARTMENT OF ENERGY

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

  
Contractor Representative Signature

Betsey Andrews Parker, CEO  
Contractor's Representative Title

Community Action Partnership of Strafford County  
Contractor Name

8/29/22  
Date

**EXAMPLE ONLY**  
**APPROVAL TO OBLIGATE**  
**FUEL ASSISTANCE PROGRAM**

**STATE**

First 7/1/2019 Wood and SEAS Only	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
<b>CONTRACTED BUDGET</b>	538,220.00	5,646,370.00	4,582.60	357,200.00	6,546,372.60
EXPECTED BUDGET	0.00	0.00	0.00	0.00	0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	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**

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
<b>CONTRACTED BUDGET</b>	95,863.00	1,003,588.00	1,000.00	69,960.00	1,170,209.00
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	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	95,863.00	796,474.00	1,000.00	69,960.00	963,097.00

**SNHS**

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
<b>CONTRACTED BUDGET</b>	163,777.00	1,718,152.00	1,000.00	84,220.00	1,967,149.00
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	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**

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
<b>CONTRACTED BUDGET</b>	83,835.00	879,501.00	825.00	64,960.00	1,029,121.00
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	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**

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
<b>CONTRACTED BUDGET</b>	54,676.00	573,593.00	757.60	55,110.00	684,136.60
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	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	54,676.00	455,220.00	757.60	55,110.00	565,763.60

**TCCA**

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
<b>CONTRACTED BUDGET</b>	140,269.00	1,471,538.00	1,000.00	82,950.00	1,695,757.00
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	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

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT J

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

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

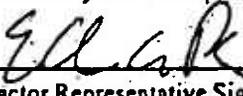
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the New Hampshire Department of Energy must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

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

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

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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)      Betsy Andrews Parker, CEO  
(Authorized Contractor Representative Name & Title)  
Community Actin Partnership of Strafford County      8/29/22  
\_\_\_\_\_  
(Contractor Name)      (Date)

Contractor Initials JWP  
Date 8/29/22  
Page 1 of 2  
LIHWAP CFDA#93.568

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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 Unique Entity Identifier (UEI) number for your entity is:

Z3KKLWND4993

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

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 EAP  
Date 8/29/22  
Page 2 of 2  
LIHEAP21 CFDA#93.568

**CERTIFICATE OF VOTES**

(Corporate Authority)

I, Alison Dorow, Clerk/Secretary of Community Action Partnership of Strafford County  
(Name) (Corporation name)  
(Hereinafter the "Corporation"), a State of New Hampshire corporation, hereby certify that: (1) I am the duly  
(State)  
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on October 20, 2021, such authority  
(Date)  
to be in force and effect until September 30, 2023.  
(Contract termination date)

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

Betsy Andrews Parker (Name) CEO (Position)

Alan Brown (Name) Board Chair (Position)

(5) The meeting of the Board of Directors was held in accordance with State of 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.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this  
29 day of August 2022.

  
\_\_\_\_\_  
Alison Dorow/Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this 29 day of August 2022, before me, Kathleen Morrison the undersigned Officer, personally  
appeared Alison Dorow who acknowledged her/himself to be the Secretary of  
Community Action Partnership of Strafford County, a corporation and that she/he as such Secretary being  
authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



  
\_\_\_\_\_  
Notary Public/Kathleen Morrison  
Commission Expiration Date: July 15, 2025

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 23, 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: 65583

Certificate Number: 0005748257



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2022.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/18/2022

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 CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis	
	PHONE (AC, No, Ext): (877) 562-8954 FAX (AC, No): (888) 574-2443	
	EMAIL ADDRESS: TDavis@CGIBusinessInsurance.com	
INSURED Community Action Partnership of Stratford County, DBA: Stratford CAP 577 Central St, Ste 10 Dover NH 03820	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Company	22292
	INSURER B: Eastern Alliance	10724
	INSURER C: Philadelphia Indemnity	
	INSURER D:	
	INSURER E:	

COVERAGES      CERTIFICATE NUMBER: 22-23 Master      REVISION NUMBER:

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

LINE LTR	TYPE OF INSURANCE	ADDRESS		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		DIST	NOV					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation Lib \$1Million GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZMV A192135	07/01/2022	07/01/2023	EACH OCCURRENCE	\$ 1,000,000
							INSURER TO REPORTED PREMISES (Per occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
							Professional Liability	\$ 1,000,000
A	AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWVA156930	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000
							BOODY INJURY (Per person)	\$
							BOODY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical Payments	\$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMVA192136	07/01/2022	07/01/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01-0000113794-05	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
							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 EPLI and Crime Included			PHSD1725130	07/01/2022	07/01/2023	Per Occurrence	\$3,000,000
							Aggregate Limit	\$8,000,000
							Employee Dishonesty	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp 3A State: NH

CERTIFICATE HOLDER  State of New Hampshire OHHS 129 Pleasant St  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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# MISSION

To reduce barriers to help clients improve their economic stability and well-being through education, advocacy, and partnerships.



# VISION

To eliminate poverty.

Financial Statements

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019  
AND  
INDEPENDENT AUDITORS' REPORT**

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

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To the Trustee of  
Retirement Plan of Community Action Partnership of Strafford County  
Dover, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Financial Statements**

We were engaged to audit the accompanying financial statements of Retirement Plan of Community Action Partnership of Strafford County (the Plan), which comprise the statements of net assets available for benefits as of December 31, 2020 and 2019, and the related statements of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Plan 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 conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matters described in the Basis for Disclaimer of Opinion paragraphs, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

### **Basis for Disclaimer of Opinion**

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the Plan Administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in Note 5, which was certified by American United Life Insurance Company, the custodian of the Plan, except for comparing the information with the related information included in the financial statements. We have been informed by the Plan Administrator that the custodian holds the Plan's investment assets and executes investment transactions. The Plan Administrator has obtained a certification from the custodian as of and for the years ended December 31, 2020 and 2019, that the information provided to the Plan Administrator by the custodian is complete and accurate.

As described in Note 2, the Plan has not maintained sufficient accounting records and supporting documents relating to certain custodial accounts issued to current and former employees prior to January 1, 2009. Accordingly, we were unable to apply auditing procedures sufficient to determine the extent to which the financial statements may have been affected by these conditions.

#### **Disclaimer of Opinion**

Because of the significance of the matters described in the Basis for Disclaimer of Opinion paragraphs, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

#### **Other Matter**

The supplemental schedules of assets (held at end of year) as of December 31, 2020, is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 and are presented for the purpose of additional analysis and are not a required part of the financial statements. Because of the significance of the matters described in the Basis for Disclaimer of Opinion paragraphs, we do not express an opinion on the supplemental schedule referred to above.

#### **Report on Form and Content in Compliance with DOL Rules and Regulations**

The form and content of the information included in the financial statements and supplemental schedule, other than that derived from the information certified by the custodian, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

*Leone McDonald & Roberts  
Professional Accountants*

October 15, 2021  
Dover, New Hampshire

**RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS  
DECEMBER 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<b>ASSETS</b>		
Investments at fair value	\$ 1,169,599	\$ 1,031,012
Investments at contract value	218,062	208,029
Notes receivable from participants	<u>8,072</u>	<u>13,061</u>
Total assets	<u>1,395,733</u>	<u>1,252,102</u>
<b>NET ASSETS AVAILABLE FOR BENEFITS</b>	<u>\$ 1,395,733</u>	<u>\$ 1,252,102</u>

See Notes to Financial Statements

**RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**STATEMENTS OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<b>ADDITIONS TO NET ASSETS ATTRIBUTED TO:</b>		
Investment income:		
Net appreciation in fair value of investments	\$ 167,042	\$ 188,434
Interest income	<u>2,629</u>	<u>3,981</u>
Total investment income	<u>169,671</u>	<u>192,415</u>
Contributions:		
Participants	97,039	100,959
Employer	23,016	22,882
Rollovers	<u>-</u>	<u>2,902</u>
Total contributions	<u>120,055</u>	<u>126,743</u>
Total additions to net assets	<u>289,726</u>	<u>319,158</u>
<b>DEDUCTIONS FROM NET ASSETS ATTRIBUTED TO:</b>		
Distributions	139,236	121,481
Deemed distributions	3,055	1,804
Administrative expenses	<u>3,804</u>	<u>4,228</u>
Total deductions from net assets	<u>146,095</u>	<u>127,513</u>
<b>NET INCREASE</b>	143,631	191,645
<b>NET ASSETS AVAILABLE FOR BENEFITS, BEGINNING OF YEAR</b>	<u>1,252,102</u>	<u>1,060,457</u>
<b>NET ASSETS AVAILABLE FOR BENEFITS, END OF YEAR</b>	<u>\$ 1,395,733</u>	<u>\$ 1,252,102</u>

See Notes to Financial Statements

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

**NOTE 1. DESCRIPTION OF PLAN**

The following description of the Retirement Plan of Community Action Partnership of Strafford County ("the Plan") provides only general information. Participants should refer to the Plan adoption agreement for a more complete description of the Plan's provisions:

**General**

The Plan, which became effective January 1, 1995, is a defined contribution plan covering all eligible employees of Community Action Partnership of Strafford County ("the Company"). The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Trustee oversees the governance of the Plan, the appropriateness of the Plan's investment offerings and monitors the Plan's investment performance.

**Contributions**

Each year, participants may contribute 100% of pretax or after-tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service, as defined in the Plan. Participants who have attained the age of 50 before the end of the Plan year are eligible to make catch-up contributions. Participants may also contribute amounts representing distributions from other qualified plans. The Plan features an auto enrollment feature mandating a minimum of 1% employee contribution; however, employees reserve the right to decline the auto enrollment. The Plan also provides an employer discretionary contribution equal to 25% of each dollar a participant defers up to 5% of a participant's compensation. For 2020 and 2019 the Company made discretionary contributions of \$23,016 and \$22,882, respectively to the Plan. Contributions are subject to certain additional limitations.

**Participant Accounts**

Each participant's account is credited with the participant's contribution and, when applicable, allocations of (a) the Company's contributions and, (b) Plan earnings (losses) and is charged with an allocation of administrative expenses, depending on the participant's choice of investments. Allocations are based on participant earnings or account balances, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant's vested account.

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

**NOTE 1. DESCRIPTION OF PLAN (CONTINUED)**

Vesting

Participants are immediately vested in their contributions, plus actual earnings thereon. Prior to October 1, 2012, participants were immediately vested in employer contributions, plus actual earnings thereon. Subsequent to that date, all new hires vest in the employer contributions, plus earnings after three years of credited service, as defined in the Plan, or upon death, or disability.

Forfeited Accounts

Forfeited balances of terminated participants' non-vested accounts may be used to offset plan expenses or employer contributions. For the year ended December 31, 2020 and 2019 there was \$21 and \$0, respectively, in the forfeiture account. For the year ended December 31, 2020 and 2019, \$1,242 and \$942 in forfeitures were used to reduce employer matching contributions.

Investment Options

Upon enrollment in the Plan, a participant may direct contributions in whole-unit increments in a variety of mutual funds and interest-bearing accounts. Participants may change their investment options and make transfers between investments at any time via an automated request. All investments of the Plan are self-directed.

Notes Receivable from Participants

A participant may borrow from his or her 403(b) account for any purpose. The maximum loan is 50% of a participant's vested account balance up to \$50,000. The loans are secured by the remaining balance in the participant's account. Principal and interest are paid ratably through payroll deductions over the allowed terms as provided by the Plan.

Payment of Benefits

On termination of service due to death, disability, termination, or retirement, a participant may elect to receive either a lump sum amount, a direct transfer to another qualified retirement account, or a combination of the two, equal to the participant's vested interest in his or her account; or periodic installments over a designated period. For termination of service due to other reasons, a participant may receive the value of the vested interest in their account as a lump sum distribution or through installments.

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

**NOTE 1. DESCRIPTION OF PLAN (CONTINUED)**

Participants with a balance of \$5,000 or greater have the right to keep their retirement account in the Plan or elect to have the benefits paid in a lump sum, through installment payments or by purchase of an annuity. Participants with a balance of less than \$5,000 but greater than \$1,000 have the option to transfer their funds to an IRA without penalty or receive a lump sum payment. All others with a balance of less than \$1,000 receive a lump sum payment.

**In-Service Withdrawal**

A participant is permitted to take a distribution while being an active participant in the Plan at the age of 59 and a half. Such a distribution will not be subject to a 10% excise tax but may be subject to income taxes.

**Hardship Withdrawal**

A participant may take a distribution from the Plan if a heavy financial burden can be demonstrated to the Plan Trustee. The Trustee shall grant a hardship withdrawal only if it is determined the withdrawal is necessary to meet an immediate and heavy financial need of the participant, as defined by the Plan. Hardship withdrawals may only be taken from fully vested pre-tax accounts and maybe subject to a 10% excise tax and income taxes.

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The financial statements of the Plan are prepared under the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America.

**Plan Records**

The Plan may have excluded from the accompanying statements of net assets available for benefits certain annuity and custodial accounts issued to former and current employees prior to 2009. As permitted by the Department of Labor's Field Assistance Bulletin No. 2009-02, Annual Reporting Requirements 403(b) Plans, the investment income and distributions related to such accounts may also be excluded from the accompanying statements of changes in net assets available for benefits. Under accounting principles generally accepted in the United States of America, these accounts and related income and distributions should be included in the accompanying financial statements. The amount of these excluded annuity and custodial accounts and the related income and distributions are not determinable.

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the 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 additions and deductions to net assets during the reporting period. Actual results could differ from those estimates. See Note 3 for discussion of fair value measurements.

**Notes Receivable from Participants**

Notes receivable from participants are measured at their unpaid principal balance plus any accrued but unpaid interest. Related fees are recorded as administrative expenses and are expensed when incurred. No allowance for credit losses has been recorded as of December 31, 2020 and 2019. If a participant ceases to make loan repayments and the Plan Administrator deems the participant loan to be in default, the participant loan balance is reduced and a benefit payment is recorded.

**Payment of Benefits**

Benefits are recorded when paid.

**Investment Valuation and Income Recognition**

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan's investment committee determines the Plan's valuation policies utilizing information provided by the custodian. See Note 3 for discussion of fair value of investments.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation (depreciation) includes the Plan's gains and losses on the investments bought and sold, as well as, held during the year.

**Risks and Uncertainties**

The Plan invests in a variety of investment funds. Investments in general are exposed to various risks, such as interest rate, credit, and overall volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the participants' account balances and amounts reported in the statements of net assets available for benefits.

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Other Events**

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread had significant impacts on the markets in which the Plan invests. Through the date of this report the significance of the impact of these disruptions, including the extent of their adverse impact on the Plan's financial results, will be dictated by the length of time that such disruptions continue. The Plan Trustee is unable to estimate the total impact COVID-19 will have on the Plan, nor can the Trustee determine the length of impact. Accordingly, the statements of net assets, and changes in net assets have not been adjusted for this impact.

**NOTE 3. FAIR VALUE MEASUREMENTS**

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (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 unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.
- Level 2      Inputs to the valuation methodology include:
- quoted prices for similar assets or liabilities in active markets;
  - quoted prices for identical or similar assets or liabilities in inactive markets;
  - inputs other than quoted prices that are observable for the asset or liability; and,
  - inputs that are derived principally from or corroborated by observable market data by correlation or other means.

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

**NOTE 3. FAIR VALUE MEASUREMENTS (CONTINUED)**

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2020 and 2019.

*Mutual Funds:* Valued at the daily closing price as reported by the fund. Mutual funds held by the Plan are open-end mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Plan are deemed to be actively traded.

The following tables set forth by level, within the fair value hierarchy, the Plan's investments at fair value as of December 31:

	<u>2020</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds	\$ 1,169,599	\$ _____	\$ _____	\$ 1,169,599
Total investments at fair value	<u>\$ 1,169,599</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ 1,169,599</u>
	<u>2019</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds	\$ 1,031,012	\$ _____	\$ _____	\$ 1,031,012
Total investments at fair value	<u>\$ 1,031,012</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ 1,031,012</u>

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

**NOTE 4. INVESTMENTS MEASURED AT CONTRACT VALUE**

The Plan invests in a fixed account held by American United Life Insurance Company which is valued at contract value. The fund invests in investment contracts or similar investments offered by insurance companies, banks, or similar financial institutions. Certain events limit the ability of the Plan to transact at contract value with the issuer. Such events include (1) amendments to the Plan document (including complete or partial Plan termination or merger with another plan), (2) changes to the Plan's prohibition on competing investment options or deletion of equity wash provisions, (3) bankruptcy of the Plan sponsor or other Plan sponsor events that cause a significant withdrawal from the Plan, or (4) failure of the Trust to qualify for exemption from federal income taxes or any required prohibited transaction exemption under ERISA. The Plan Administrator believes that the events that would limit the Plan's ability to transact at contract value with participants are not probable of occurring as of the report date. Interest on the fixed accounts for the years ended December 31, 2020 and 2019, was approximately 1.04% and 1.75%, respectively.

**NOTE 5. INFORMATION CERTIFIED BY THE PLAN'S ASSET CUSTODIAN**

The Plan Administrator has elected the method of annual reporting compliance permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Accordingly, the asset custodian, American United Life Insurance Company, has certified that the following data included in the accompanying financial statements and supplemental schedule of assets (held at end of year), is complete and accurate:

- Investments, as shown in the statements of net assets available for benefits as of December 31, 2020 and 2019.
- Investment activity, as shown in the statements of changes in net assets available for benefits for the years ended December 31, 2020 and 2019.
- The schedule of assets (held at end of year) as of December 31, 2020.

The Plan's independent auditors did not perform auditing procedures with respect to this information, except for comparing such information to the related information included in the financial statements and the schedule of assets (held at end of year).

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

**NOTE 6. ADMINISTRATIVE EXPENSES**

The Company provides certain administrative and accounting services to the Plan at no cost. The audit expense is paid directly by the Sponsor. Administrative expenses in the statements of changes in net assets available for benefits consist of loan processing fees, withdrawal fees and other investment expenses charged by the asset custodian. All other investment fees are included in the net appreciation (dépreciation) in fair value of investments.

**NOTE 7. RELATED PARTY AND PARTY IN INTEREST TRANSACTIONS**

Certain Plan investments are managed by American United Life Insurance Company. American United Life Insurance Company is also the asset custodian, as defined by the Plan, and, therefore, these transactions qualify as party in interest transactions. The Third-Party administrator, OneAmerica Financial Partners, Inc. performs certain administrative services for the Plan and receives compensation in exchange for these services directly from the Plan. Additionally, the Plan sponsor utilizes additional outside consulting in the assistance and operation of the Plan. In exchange for these services a fee is paid by the Plan to the consultant. The Trustee of the Plan is also a participant in the Plan.

**NOTE 8. TAX STATUS**

The Plan Administrator believes the Plan, which has adopted the OneAmerica 403(b) Prototype Plan Document, is designed and is currently being operated in compliance with the applicable requirements of the Internal Revenue Code. Therefore, the Plan Administrator believes that the Plan was qualified and the related trust was tax exempt as of the financial statement date.

Accounting principles generally accepted in the United States of America require Plan management to evaluate tax positions taken by the Plan and recognize a tax liability (or asset) if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The Plan Administrator has analyzed the tax positions taken by the Plan, and has concluded that as of December 31, 2020, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

**NOTE 9. PLAN TERMINATION**

Although it has not expressed any intent to do so, the Company has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA, the Internal Revenue Code governing termination of employee benefit plans, and with a 60-day written notification to the Plan Trustee. In the event of plan termination, participants will become 100% vested in their accounts.

**NOTE 10. SUBSEQUENT EVENTS**

The Plan has evaluated subsequent events through October 15, 2021 the date the financial statements were available for be issued.

**RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**SCHEDULE OF ASSETS (HELD AT END OF YEAR)**

**DECEMBER 31, 2020**

Form 5500: Schedule H, Part IV, Line 41 - Schedule of Assets (Held At End of Year)

Employer Identification Number: 02-0268536

Plan Number: 001

(a)	(b)	(c)	(d)	(e)
Identity of issuer, borrower, lessor or similar party		Description of investment including maturity date, rate of interest, collateral, par or maturity value	Cost	Current Value
American United Life Insurance Company		American United Life Insurance Company Fixed Account	n/a	\$ 218,082
American United Life Insurance Company		American Funds Balanced	n/a	216,048
American United Life Insurance Company		T. Rowe Price Retirement 2035	n/a	206,035
American United Life Insurance Company		T. Rowe Price Retirement 2030	n/a	179,411
American United Life Insurance Company		T. Rowe Price Growth Stock	n/a	129,805
American United Life Insurance Company		T. Rowe Price Retirement 2040	n/a	90,084
American United Life Insurance Company		AB Small Cap Growth	n/a	82,822
American United Life Insurance Company		Thornburg LTD Term Income	n/a	53,857
American United Life Insurance Company		T. Rowe Price Retirement 2055	n/a	33,465
American United Life Insurance Company		T. Rowe Price Retire 2025	n/a	29,795
American United Life Insurance Company		T. Rowe Price Retirement 2045	n/a	28,758
American United Life Insurance Company		Columbia Select Large Cap Value	n/a	28,154
American United Life Insurance Company		T. Rowe Price Retirement 2050	n/a	25,548
American United Life Insurance Company		American Century Small Cap Value A	n/a	21,247
American United Life Insurance Company		Goldman Sachs US Equity Insight	n/a	14,589
American United Life Insurance Company		American Century Mid Cap Value	n/a	10,063
American United Life Insurance Company		Pioneer Select Mid Cap Growth	n/a	9,143
American United Life Insurance Company		T. Rowe Price Retire 2060	n/a	7,877
American United Life Insurance Company		Prudential Total Return Bond	n/a	5,399
American United Life Insurance Company		American Funds Europacific	n/a	4,021
American United Life Insurance Company		T. Rowe Price Retire Balance R	n/a	4,003
American United Life Insurance Company		Prudential High Yield	n/a	2,937
American United Life Insurance Company		Pax Global Environmental Markets	n/a	2,731
American United Life Insurance Company		T. Rowe Price Retire 2020	n/a	1,595
American United Life Insurance Company		Oppenheimer Developing Markets	n/a	1,566
American United Life Insurance Company		Oppenheimer Main Street Mid Cap	n/a	870
Participant loans		Interest rates of 4.25%, with the loans maturing from October 2021 to August 2023. The loans are secured by individual accounts.	-0-	\$ 8,072

\* Represents a party in interest

See Independent Auditors' Report



## 2022 Board of Directors

### Administrative Offices:

577 Central Avenue, Suite 10  
Dover, NH 03820  
603-435-2500

### Early Childhood Centers:

577 Central Avenue, Suite 50  
Dover, NH 03820  
603-285-9460

120 Main Street  
Farmington, NH 03835  
603-755-2883

150 Wakefield Street, Suite 117  
Rochester, NH 03867  
603-285-9461

46 Stackpole Road  
Somersworth, NH 03878  
603-817-5458

### Family Resource Centers:

577 Central Ave, Suite 50  
Dover, NH 03820  
603-435-2500

150 Wakefield Street, Suite 117  
Rochester, NH 03867  
603-435-2500

### Outreach Office:

577 Central Avenue, Suite 20,  
Dover, NH 03820  
603-435-2500

### Food Pantry:

577 Central Avenue, Suite 10  
Dover, NH 03820  
603-435-2500

Alan Brown, Chair  
Terry Jarvis, Vice Chair  
Jean Miccolo, Treasurer  
Alison Dorow, Secretary  
Hope Morrow Flynn  
Petros Lazos  
Thomas Levasseur  
Don Chick  
Petros Lazos  
Alli Morris  
Cindy Brown  
Jason Thomas  
Maureen Staples  
Tori Bird  
Kathleen Sarles  
Mark Brave  
Leah Crouser  
Nicki Gearwar  
Andrew Swanberry  
Mark Toussaint  
Robert Harrington  
Brylye Collins  
Robert Hinkel

# LISA GARCIA

## Personal Qualities

- ❖ Focused and results-oriented; able to identify goals, prioritize and resolve.
- ❖ Proactive and flexible in challenging and changing environments.
- ❖ Proficient in Microsoft Office (including Word, Excel, Access, Power Point, and Outlook)
- ❖ High energy and enthusiastic.
- ❖ Self-motivated and confident in making independent decisions.
- ❖ Highly dependable, and ethical.

## Professional Accomplishments

**Billing Specialist** Dec 2021 - present  
Community Action Partnership of Strafford County Non-profit

Work with fuel vendors to manage and pay invoices for enrolled clients through the fuel assistance program. Manage all documentation for Vendor agreements and W-9 documents for landlords. Manage all documentation for invoices and payments to adhere to State monitoring requirements. Manage CAP fuel vendor mailbox to ensure all billing issued are resolved in a timely manner. Manage Gift of Warmth program, using multiple systems to complete payments. Send monthly unexpended reports to vendors to maximize benefit usage. Send notification letters to clients, vendors, and landlords as clients are enrolled. Created relationships with vendors, fuel team members, clients and others who work here at CAP to learn what I can to succeed in my role. Learning and using EmpowOr as a tool for research, uploading documents and retrieving fuel inquiries for follow up. Created documentation of job processes to assist anyone if I am out of the office. Assist with the Weatherization team in a billing capacity learning many other systems in a short period of time to competency and reliability.

**Independent Contractor/Self Employed** Feb 2019-Dec 2021  
Personal Shopper - Instacart National Grocery Delivery Service

Using a mobile application to complete orders in a professional and timely manner, servicing customers with knowledgeable and friendly engagement. Consistently meet deadlines and quality goals for accuracy and timeliness based on metrics set within the app and input from customers. Resolving customer complaints with professionalism.

**IBody Therapeutic Massage & Bodywork - co owner** May 2020 - present  
Small business owner managing all aspects of the business including customer service, marketing, product inventory in studio and online, interviewing and hiring, payroll and working with clients to improve health.

**Business Operations Coordinator** October 2009 - May 2020  
Cole Haan Global Lifestyle Brand

Responsible for daily organization of Business Operations/Allocations communications to support customer service teams to include order allocation, master account data, pricing conditions and data analysis to resolving issues. Back up for all International accounts to include managing the order backlog, making sure pricing is correct and all customer requirements are met. Work closely with International partners for weekly meetings for training and working out concerns as needed.

**Senior Customer Service Specialist**  
Cole Haan

Responsible for managing over 100 diverse wholesale accounts with multi-million-dollar revenue. Back up for all of Cole Haan retail order management to include stores and online inventory. Work closely with sales team and account buyers to manage all aspects of business from contract management to order processing, pricing, allocation and delivery. Created business process documentation for multiple accounts. Proactively streamlined processes to manage accounts more effectively. Worked with business operations team to manage high volume of sales orders efficiently. Proficient in SAP, BW as well as account vendor sites to manage orders. Communicate with multiple internal departments - Demand Planning, Credit, Finance, Distribution and

Shipping to ensure the needs of the accounts are met. Phone cue to service wholesale customer needs. Trained new hires in all aspects of this position. Managed B2B website to include account set ups and training for rest of the team. Initiated, organized and led team meetings as well as newsletters for internal clients.

**Professional Development Assistant - temporary staff** February 2009 – October 2009  
Measured Progress Nationally Recognized Standardized Testing Firm

Provide support of all activities in the Professional Development Department. Work with state, district and school contracts: statement of client services, request for invoice, product orders, materials requests, and meeting preparation. Support of PD Specialists: create summaries from evaluations, materials preparation, travel, research and document review and edits. Co-created proposal for PD conference. Support Director of PD: organization of financial records, travel, scheduling, and systemic organization. Schedule, plan and participate in meetings for contracts, PD newsletter, awareness team and candidate interviews, preparing background information, taking notes, contributing to discussion and following up on tasks. Involved in company dodgeball and softball teams as well as the hiking club.

**Research & Analysis Assistant - temporary staff** November 2008 – February 2009

Measured Progress. Edit and format post-test technical reports using Microsoft Word and Excel. Gather data from multiple departments and manipulate it for placement into document tables.

**Quality Assurance Assistant – temporary staff** October 2008 – November 2008

Measured Progress: Tested and reviewed on-line testing program for academic standardized test. Reported on errors in the text and troubleshoot in the computer application. Updated tracking sheet the problems that needed to be addressed.

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#### Education

1996 Associate of Applied Science in Business, (with honors)	University of New Hampshire
1987 – 1989 Business course work	Bismarck Community College, ND
1987 High School Graduate	Bismarck High School, ND

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#### Military and Volunteer Service

Elected Selectmen, Dover, NH	2021 election
Election volunteer, Dover, NH	since 2020
United Way Day of Caring	since 2009
US Army Reserves	1992 – 2000
Home St School, Dover, NH	Parent/Teacher Organization Fundraiser Chair

## Karen A. Carroll

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### EDUCATION:

MedPro Educational Services, Dover, NH  
Nursing Assistant Training Program, June 2012

University of New Hampshire, Durham, NH  
Undeclared, 1983-1984

### EXPERIENCE:

Community Action Partnership of Strafford County, Dover, NH 2/2016 to Present  
Intake Specialist for Fuel and Electrical Assistance

- Work directly with clients to process applications for Fuel & Electrical Assistance, Neighbor Helping Neighbor, Security Deposit Program, and Special Needs Applications
- Communicate with vendors via phone and email
- Track prior year's emergency households via Excel spreadsheet and outreach to clients
- Provide quarterly reports to management
- Assist with training of newly hired intake personnel
- Maintain a list of local community resources within Strafford County and refer clients as appropriate

Community Action Partnership of Strafford County, Dover, NH 10/2015 to 2/2016  
Seasonal Receptionist/Intake

- Assist with the compilation and assembly of fuel assistance applications
- Clerical duties such as filing, answering phones, and making appointments
- Process food pantry application and distribute food

Self-Employed, Dover, NH 2014 to 9/2015  
Senior Care

- Responsible for the health and well-being of elderly family members
- Assist with ADLs
- Provide transportation services, medication administration, nutritious meals and housekeeping services

Homemaker, Dover, NH 2002 to 10/2015

- Provide personal care to children
- Provide illness care to children, including monitoring health conditions, administering medication as prescribed and reporting changes in symptoms
- Provide nutritious meals and housekeeping services for the household
- Manage schedules and transportation for a family of six
- Provide emotional support and intellectual stimulation to children
- Maintain financial records and create and implement household budget

Home Instead Senior Care, Portsmouth, NH 9/2012 to 7/2014  
Caregiver

- Provide companionship services to elderly adults in their homes
- Assist with ADLs
- Provide transportation services for clients

Self-Employed, Dover, NH 2009 to 2010; 2011 to 2012  
Childcare

- Responsible for the health and well-being of children aged three months to eighteen months
- Provide intellectual stimulation, meaningful playtime, meals and a safe environment

**Self-Employed, Dover, NH  
Residential Cleaning Service**

**2008 to 2010**

- Clean and disinfect bathroom, kitchen, bedroom, and living areas

**Edgewood Centre, Portsmouth, NH  
Office Assistant**

**1998 to 2002**

- Responsible for resident trust accounts
- Daily scanning of medical supplies
- Integration of improved computer-based inventory system
- Inventory of all medical equipment and medical supplies
- Light receptionist duties

**VOLUNTEER EXPERIENCE:**

**Girl Scout Leader**

**2000 to 2008**

**COMPUTER SKILLS:**

- Basic knowledge of Microsoft Word and internet navigational skills
- Empower Customer Relationship Management System
- FAP/EAP System

Rhonda C. Preston

**WORK EXPERIENCE**

09/2014 - Present - FAP/EAP Program May contact: Lisa Garcia 603-435-2500 Ext 8137  
Completed FAP/EAP applications to help people get assistance with Oil and Electric

07/2013-7/2022-Summer Meal Program

Unitizer/Transporter/Server May contact: Jamie Swan 603-285-9461 Ext 2339

- Bagged Breakfast and Lunch. Packed coolers
- Helped cook, prepare and serve meals at High School when needed.
- Unloaded coolers at the end of the day
- Supervised staff members and sites
- Kept records of meal counts and cooler slips

09/2013 - 6/2022 Community Action Partnership of Strafford County Rochester Head Start  
Program Assistant May Contact: Kristen Comeau 435-2500 Ext 8193

- Answer multi line phones, take and deliver messages to staff
- Maintain schedule for Conference Rooms and Early Head Start van
- Greet and assist families and visitors
- Send faxes, emails and paperwork out for staff
- Take care of incoming and outgoing mail
- Type correspondence, newsletters, and meeting minutes as assigned
- Work in Excel and Word

10/2012 - 07/2013 Zinga Frozen Yogurt Rochester, NH  
Cashier/Food Prep Business closed its doors November 2013

- Prepared baked and food items, cashed out customers

09/02 - 06/11 Franklin School District/Franklin Middle School Franklin, NH  
Attendance Secretary

- Tracked student's absences and tardiness
- Entered attendance into the computer and distributed to staff
- Contacted parents when a student was absent or unexcused
- Answered multi line phone, took and delivered messages to staff and students
- Did morning and afternoon announcements over PA system
- Worked in Excel and Word

Administrative Secretary

- Maintained budget for four grade levels
- Entered purchase orders into computer and reconciled items against purchase order
- Kept track of checking account and grade accounts on computer

Guidance Secretary

- Entered new students into the system and withdrew students who moved
- Entered students grades into the computer every quarter, ran off progress reports & report cards
- Entered new student schedules and made changes to student schedules
- Set up parent/teacher, IEP and student meetings for staff and counselors

**TRAININGS**

Excel Basics, Microsoft Excel Level 1, Microsoft Excel Level 2, EmpowOR

**EDUCATION**

Martha's Vineyard Regional High School High School Diploma References available upon request

Christine Foley  
Rochester, NH 03867  
781-985-1922  
[cmw19671@msn.com](mailto:cmw19671@msn.com)

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- I worked in Human Services for several years and love helping individuals and the variety that the public bring to a job. I enjoy a job that will keep me busy. I enjoy being challenged. I have worked in an office and front desk roles for 8 years. I work well as part of a team or independently. Excellent work ethic and strength in people oriented roles..

### Work Experience

#### **Reception/ Program Assistant**

**Community Action Partnership March 2022- present**

Greeting clients,

answering emails, phones

uploading and documenting

in databases

**Cashier/Customer Service Nov 2019 – March 2021**

**Home Depot - Somersworth, NH**

- Greeting customers, ringing their purchases in, offering great customer service, working the self check out, and assisting customers finding items or answers.

**Administrative Assistant Aug 2016 - Jan 2018 Cardinal Cushing Centers - Braintree, MA**

- Job description: administrative assistant, answering phones, typing notices, daily attendance at the Day Hab
- Greeting guests at the front desk
- Typing correspondences with Doctor's for expiring protocols and doctor's orders
- Various projects for other departments ie surveys, newsletters and compiling and recording data
- Updating and creating spreadsheets on Excel
- Managing reception area not limited to responding to telephone and in person requests, appearance of lobby

**Case Manager Sep 2015 - Feb 2016 Spectrum Health Systems - Weymouth, MA**

- Case manager in the detox
- Handling files for the clients, referrals for aftercare and running groups with clients
- HIPPA compliance
- Initial assessments, treatment plan development and aftercare planning for clients

**Case Aide Jul 2009 - Sep 2015 Canal Street - Boston, MA**

- Front desk duties at a short term residential substance abuse facility
- Responsible for greeting guests, clients and other business people as they arrive
- Answering phones, filing and other general office duties
- Performing intake of new clients by setting up the files, checking luggage and showing the rooms
- Responsible for making sure the clients had a safe environment and their needs were met
- Weekly ran groups with clients

**Education**

- Certificate
- QUINCY COLLEGE
- 2007

**Skills**

- Outlook
- Receptionist
- Administrative Assistant Assessments

**Organizational Skills — Proficient December 2018**

- Measures a candidate's ability to arrange and manage files or records using a set of rules.
- Full results: [https://share.indeedassessments.com/share\\_to\\_profile/e15277c696b3aa9c4df7e15fd7f1aa61eed53dc074545cb7](https://share.indeedassessments.com/share_to_profile/e15277c696b3aa9c4df7e15fd7f1aa61eed53dc074545cb7)

**Administrative Assistant — Proficient September 2019**

- Using basic scheduling, attention to detail, and organizational skills in an office setting.
- Full results: [https://share.indeedassessments.com/share\\_assignment/kkdovkko8oiwowwk](https://share.indeedassessments.com/share_assignment/kkdovkko8oiwowwk)

**Receptionist — Expert November 2019**

- Using basic scheduling, attention to detail, and organizational skills in an office setting.
- Full results: [https://share.indeedassessments.com/share\\_to\\_profile/6071a6c72fa6340cc23c29e80cc56c48eed53dc074545cb7](https://share.indeedassessments.com/share_to_profile/6071a6c72fa6340cc23c29e80cc56c48eed53dc074545cb7)

**Personality: Customer Service Fit — Proficient September 2019**

- Assesses personality traits that result in high-quality customer service.
- Full results: [https://share.indeedassessments.com/share\\_to\\_profile/2da8e8922f3686575c2f2d977c0f21dbee53dc074545cb7](https://share.indeedassessments.com/share_to_profile/2da8e8922f3686575c2f2d977c0f21dbee53dc074545cb7)

**Personality: Hard-Working — Highly Proficient October 2019**

- Measures a candidate's tendency to be rule-abiding, well-organized, hard-working, confident, and think before acting.
- Full results: [https://share.indeedassessments.com/share\\_to\\_profile/22abb33a66e7055e93305ec512cf0fe5eed53dc074545cb7](https://share.indeedassessments.com/share_to_profile/22abb33a66e7055e93305ec512cf0fe5eed53dc074545cb7)

**Attention to Detail — Proficient January 2020**

- Identifying differences in materials, following instructions, and detecting details among distracting information.

- Full results: [https://share.indeedassessments.com/share\\_to\\_profile/6aa943020503748cd274902bccbfde20eed53dc074545cb7](https://share.indeedassessments.com/share_to_profile/6aa943020503748cd274902bccbfde20eed53dc074545cb7)
- [share\\_to\\_profile/6aa943020503748cd274902bccbfde20eed53dc074545cb7](https://share.indeedassessments.com/share_to_profile/6aa943020503748cd274902bccbfde20eed53dc074545cb7)

**Customer Focus & Orientation — Highly Proficient December 2019**

- Responding to customer situations with sensitivity.
- Full results: [https://share.indeedassessments.com/share\\_to\\_profile/f69ba9293bc153c9305e81c888ef2b1e](https://share.indeedassessments.com/share_to_profile/f69ba9293bc153c9305e81c888ef2b1e)
- [f69ba9293bc153c9305e81c888ef2b1e](https://share.indeedassessments.com/share_to_profile/f69ba9293bc153c9305e81c888ef2b1e)

**Basic Computer Skills: PC — Completed October 2019**

- Performing basic computer operations, navigating a Windows OS, and troubleshooting common computer problems.
- Full results: [https://share.indeedassessments.com/share\\_to\\_profile/5b385a63784c8a5266e2e0cf0efd8219](https://share.indeedassessments.com/share_to_profile/5b385a63784c8a5266e2e0cf0efd8219)
- [share\\_to\\_profile/5b385a63784c8a5266e2e0cf0efd8219](https://share.indeedassessments.com/share_to_profile/5b385a63784c8a5266e2e0cf0efd8219)
- Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

# Kim-Marie Cole

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## Summary

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Dependable and extremely motivated business professional with outstanding technological skills and attention to detail. A team player improving processes to be more consistent and more effective and delivering customer satisfaction. Seeking a position that offers opportunities for professional growth and personal challenge.

## Highlights

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• Cost reduction and Process Improvement	• Procedure development
• Employee Engagement	• Invoice processing
• Customer Service	• Strong Organizational Skills
• Employee mentoring	• Dedicated team player

## Accomplishments – 2017-2020

- FMP Certification – 2018
- BOMI Classes 2019-2020: Building Systems Maintenance Certificate: 2 classes Air Handling, Water Treatments, and Plumbing Systems and Energy Management and Controls
- Achieved a 99% customer satisfaction rating of over 5000 direct requests and exceeded target goal.

## Accomplishments - 2016

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- Continued in development by taking Fundamentals of Project Management
- Implemented process Improvements and involved in RCPS on Request Types in Angus AnyWhere
- Achieved a 99% customer satisfaction rating of over 1500 direct requests and exceeded target goal
- Recommended and used a best practice for clogged sinks which is now being incorporated into Real Estate standards
- Reduced invoice costs by monitoring work and watching for inconsistencies and accounting errors
- Researched an alternative to cleaning ice machines and suggested utilizing UV light sanitization as a more hygienic and cost effective process

## Experience

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Community Action Partnership – 577 Central Ave., Ste. 10, Dover, NH 03820

**3/2022 - Current**

**Billing and Donations Specialist – Fuel and Electric Assistant – Part-Time**

**Executive Assistant Temporary/Part Time – Robert Half – March – August 2022**

**Office Services Coordinator/Workplace Services Specialist/Workplace Operations Specialist II  
8/2008-May 2021**

**Liberty Mutual**

**Dover, NH**

- Ten years of professional experience as part of an intake team/real estate team assisting in the implementation and roll-out of My Workplace Requests in all Liberty Mutual locations in the United States. Served as the employees' initial point of contact for workplace service requests: including physical workplace, environmental, security, and safety for a large number of offices and back-up for others. Responsible for the completion of work requests (from start to finish), facility services, box moves, lease expiration support, furniture order/delivery, and obtaining competitive quotes for services. Interacts with employees at all levels, landlords, municipalities and contractors to independently assess the nature of each request, identify options, and determine course of action to solve the problem and/or fulfill the request.  
Three years of professional experience in a fast-paced technology environment as part of a department of business professionals in IT Real Estate. Served as a LEAD and participant of the Risk Control Committee, Logistics Team, Safety Day, LERT and Leader for Serve with Liberty. Created a MAC template which was an interim process for all IT moves, adds and changes and processed all work orders for IT.

**Senior Secretary**

**2/2004-8/2008**

**Liberty Mutual**

**Dover, NH**

- Four years of professional experience in HR as a Senior Secretary working in various roles such as supporting HR with a multitude of tasks: conference room reservations and set-up, telephony requests, travel, document management, moves, supplies, and asset management. LEAD in Take Our Children to Work Day, United Way Fun Raiser, Liberty Mutual Holiday Party (for over 735 employees and families), EOC, Toys for Tots. Worked with recruiters and scheduled and set up interviews, coordinated blood drives, participated as a Logistics team member in LERT, set-up and coordinated HR meeting's, set-up, attended and took minutes for LERT Team meeting's within HR. Mentored employees in software applications and assisted with special projects for HR Operations.

## **Education**

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**Bachelor of Science Degree – Plymouth State College and NH College**

**Teaching Certificate - State of NH - 1/11-1/14**

**Collaboration Tools of the 21st Century 2014**

**BOMA Web Workshops 2013**

**AUTOCAD 2012**

**Sharepoint 2012**

Manhattan 2012

Project Leadership and Management Communications 2011

LDRPS 2011

BOMA seminar reviews 2015

Fundamentals of Project Management 2016

FMP – Certified

BOMI – two classes with a third for certification