

STATE OF NEW HAMPSHIRE

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



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

5K

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)

September 25, 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 an amendment to an existing **SOLE SOURCE** contract with Community Action Partnership of Strafford County, Dover, NH (Vendor #177200), for the Fuel Assistance Program by extending the completion date from September 30, 2024 to March 31, 2025 effective upon Governor and Executive Council approval. No additional funding is involved with this contract.

This contract was originally approved by Governor and Executive Council on December 7, 2022 (Item #35), amended on April 12, 2023 (Item #71), and amended again on September 20, 2023 (Item #82). **100% Federal Funds.**

**EXPLANATION**

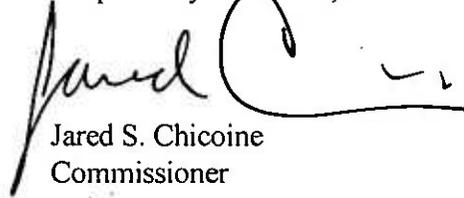
This amendment to a contract is **SOLE SOURCE** based on historical performance of the Community Action Agencies (CAA) in the New Hampshire Fuel Assistance Program (FAP), their outreach and client service capabilities. The Department proposes to continue to subcontract with the five CAAs who have successfully provided FAP services at the local level for more than three decades. The CAAs work closely with Department's FAP Administrator in the implementation of the program.

This Department contract provides the Community Action Agency with the program funds to support eligible New Hampshire residents, especially the working poor, elderly and disabled citizens who are in need of assistance to help pay for heating costs during the winter season. FAP is a federally funded statewide program that makes home energy more affordable for income-qualified New Hampshire residents. Program funds are targeted to low-income households with high energy burdens

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
September 25, 2024  
Page 2 of 2

Respectfully submitted,

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

Jared S. Chicoine  
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

SUBJECT: FUEL ASSISTANCE CONTRACT  
COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

AMENDMENT #3

This Amendment 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, Dover, Strafford County, NH 03820 (hereinafter the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), as approved by Governor and Council on December 7, 2022, Item #35, amended on April 12, 2023, Item #71, and amended again on September 20, 2023, Item #82, 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, 2024 and inserting in place thereof the date of March 31, 2025.
  - B) **Exhibit C - Payment Terms:** Amend Exhibit C, fourth paragraph by striking the current contract date of "upon Governor and Council approval through September 30, 2024" and inserting in place thereof "upon Governor and Council approval through March 31, 2025."
  - C) **Exhibit D:** Amend period covered by this certification to "October 1, 2022 to March 31, 2025."
  - D) **Exhibit E:** Amend contract period dates to "October 1, 2022 to March 31, 2025."

- 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 written below.

STATE OF NEW HAMPSHIRE  
NH Department of Energy

Date: 8/26/24

By: Jared S. Chicoine  
Jared S. Chicoine, Commissioner

Community Action Partnership of Strafford County

Date: 8/22/24

By: Betsy Archer-Park  
(Name & Title of Person Authorized to Sign)  
Betsy Archer-Park CEO

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

Date: 9/4/2024

By: [Signature]  
Assistant Attorney General

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

*Jean Miccolo* hereby certify that:

- 1. I am duly elected Treasurer 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: *July 26, 2024*

*Jean Miccolo*  
Signature of Elected Officer

Name: *Jean Miccolo*

Title: *Treasurer*

*Notary Brandy Barshaw*

DATE *7-26-24*

Expiration - *4-10-29*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2024

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>FAX (A/C, No):</b> (866) 574-2443 <b>E-MAIL ADDRESS:</b> TDavis@CGIBusinessInsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Community Action Partnership of Strafford County DBA: Strafford CAP 577 Central St, Ste 10 Dover NH 03820	<b>INSURER A:</b> Hanover Insurance Company <b>INSURER B:</b> Eastern Alliance <b>INSURER C:</b> Philadelphia Indemnity <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 22292 10724 23850

**COVERAGES**      **CERTIFICATE NUMBER:** 24-25 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.

INSURER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (IND / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Liability: \$1M  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		ZHVA192135 11	07/01/2024	07/01/2025	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 - COMPROP 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	07/01/2024	07/01/2025	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHVA192136	07/01/2024	07/01/2025	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	N/A	01000011379-2024A	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers EPLI with Crime		PHSD1807749-007	07/01/2024	07/01/2025	Aggregate \$8,000,000 Per Claim \$3,000,000 Crime Aggregate \$1,000,000

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

Workers Compensation 3A State: NH

<b>CERTIFICATE HOLDER</b>  State of NH; NH Dept of Energy Weatherization Program 21 South Fruit St, 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  
--	--

JH

COMMISSIONER  
Jared S. Chicone

DEPUTY COMMISSIONER  
Christopher J. Elms, Jr.



82

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
www.energy.nh.gov

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 N.H. Department of Energy (Department) to enter into an amendment to an existing **SOLE SOURCE** Contract Agreement with Community Action Partnership of Strafford County (VC#177200), Dover, NH, by increasing the price limitation by \$188,646 from \$3,973,618 to \$4,162,264 using additional Low-Income Home Energy Assistance Program (LIHEAP) funds from remaining regular program year funds, from the U.S. Department of Health and Human Services, Administration for Children and Families, effective upon Governor and Executive Council approval through September 30, 2024. There is no time extension being requested for this contract.

This contract was originally approved by Governor and Executive Council on December 7, 2022 (Item #35) and amended on April 12, 2023 (Item #71). **100% Federal Funds.**

Funding is available for FY2024 in the following account:

Department of Energy, LIHEAP FUEL ASST

**02-052-052-520510-33540000**

**LIHEAP FUEL ASST**

**074-500587 Grants for Pub Assist & Relief**

FY2024

**\$188,646**

**EXPLANATION**

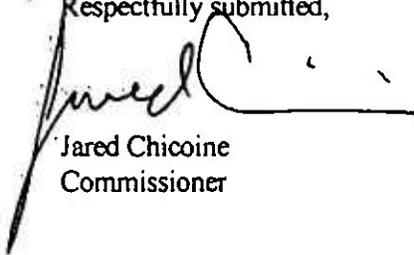
This is an amendment to a contract that is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Low-Income Home Energy Assistance Program (LIHEAP), their outreach and client service capabilities. NH DOE proposes to continue to subcontract with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

The Department was awarded \$1,890,528 in additional Low Income Home Energy Program (LIHEAP) funds, for Program Year 23 (PY23), known in New Hampshire as the Fuel Assistance Program (FAP) and makes them available to the Community Action Agencies for the upcoming winter heating season.

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jared Chicoine', written over a horizontal line.

Jared Chicoine  
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY  
SUBJECT: FUEL ASSISTANCE CONTRACT  
COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AMENDMENT #2

This Amendment dated August 14, 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, 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 on December 7, 2022 (Item #35), and amended on April 12, 2023 (Item #71), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

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

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

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

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

- A) **Price Limitation:** Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$3,973,618 and inserting in place thereof the total sum of \$4,162,264.
- B) **Exhibit C – Payment Terms:** Amend Exhibit C, first paragraph by striking the current sum of \$3,973,618 and inserting in place thereof the total sum of \$4,162,264.

Amend Exhibit C, second paragraph by striking the current sum of \$183,751 and inserting for administrative costs \$215,194.

Amend Exhibit C, second paragraph by striking the current sum of \$2,078,651 and inserting for program costs \$2,235,854.

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]  
Fred Chicoine, Commissioner

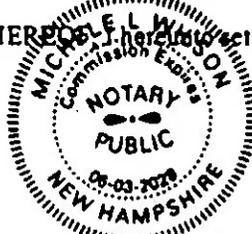
Community Action Partnership of Strafford County

By: [Signature]  
(Name & Title of Person Authorized to Sign)

State of New Hampshire  
County of Strafford

On this 17<sup>th</sup> day of August, 2023, before me, Michelle Wilson the undersigned officer, personally appeared Elizabeth Anderson, 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

9/1/2023

Date: \_\_\_\_\_

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 \_\_\_\_\_, 2023.

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: 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, **Allison 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 17<sup>th</sup> day of August, 2023.

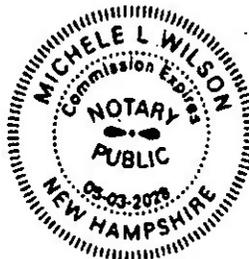
*Allison Dorow*  
Allison Dorow/Board Secretary

STATE OF New Hampshire  
COUNTY OF Strafford

On this 17th day of August, 2023, before me, Michele Wilson, the Undersigned Officer, personally appeared Allison 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.

*Michele Wilson*  
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).

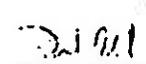
<b>PRODUCER</b> CCI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032		<b>CONTACT NAME:</b> Teri Davis <b>PHONE (Ac. No. Ext.):</b> (877) 582-8954 <b>EMAIL:</b> TDavis@CCI@businessinsurance.com <b>FAX (Ac. No.):</b> (800) 574-2443	
<b>INSURED</b> Community Action Partnership of Stratford County DBA: Stratford CAP 577 Central St. Ste 10 Dover NH 03820		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<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.

LINE	TYPE OF INSURANCE	INSURANCE	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 (Job \$1M)  GEN'L 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	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 type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> 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"/> DEO <input checked="" type="checkbox"/> RETENTION \$ NIL		UHVA192136	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	01-0000113784-06	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if more space is required)  
Workers' Compensation: 3(a) State(s) NH

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
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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STATE OF NEW HAMPSHIRE

COMMISSIONER  
Jared S. Chiodine

DEPUTY COMMISSIONER  
Christopher J. Elms, Jr.



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

TDD Access: Relay NH  
1-800-735-2984

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
www.energy.nh.gov

April 12, 2023

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

**REQUESTED ACTION**

Authorize the N.H. Department of Energy (Energy) to enter into an amendment to an existing **SOLE SOURCE** Contract Agreement with Community Action Partnership of Strafford County, (VC #177200), Dover, NH, by increasing the price limitation by \$1,567,859 from \$2,405,759 to \$3,973,618 using additional Low-Income Home Energy Assistance Program (LIHEAP) funds made available through the Infrastructure Investment and Jobs Act (IIJA) and from remaining regular program year funds, both from the U.S. Department of Health and Human Services, Administration for Children and Families, effective upon Governor and Executive Council approval through September 30, 2024. There is no time extension being requested for this contract.

This contract was originally approved by Governor and Executive Council on December 7, 2022 (Item #35).  
**100% Federal Funds.**

Funding is available for FY2023 in the following account contingent on the Accept and Expend for \$16,497,794 on this agenda:

Department of Energy, LIHEAP FUEL ASST.  
02-052-052-520010-33540000  
**LIHEAP FUEL ASST**  
074-500587 Grants for Pub Assist & Relief

**FY2023**  
**\$1,567,859**

**EXPLANATION**

This is an amendment to a contract that is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Low-Income Home Energy Assistance Program, their outreach and client service capabilities. Energy 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 Energy Fuel Assistance Program Administrator in the implementation of several low-income programs.

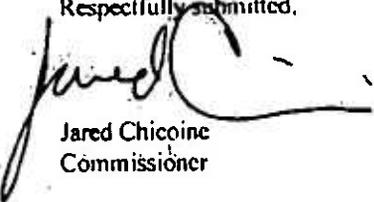
Additional funding of \$12,277,671 was received statewide for Program Year 23 (PY23). This amendment adds these additional funds to the existing contracts and makes them available to the Community Action Agencies for this and the next winter heating season. Demand and benefit amounts have varied across the CAAs and these amendments seek to position these additional funds to the CAAs that have experienced the most need.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
April 12, 2023  
Page 2 of 2

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

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

Respectfully submitted,



Jared Chicoine  
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY  
SUBJECT: FUEL ASSISTANCE CONTRACT  
COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AMENDMENT

This Amendment dated March 16, 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, 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 on December 7, 2022 (Item #35), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

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

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

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

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

- A) Price Limitation: Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$2,405,759 and inserting in place thereof the total sum of \$3,973,618.
- B) Exhibit C – Payment Terms: Amend Exhibit C, first paragraph by striking the current sum of \$2,405,759 and inserting in place thereof the total sum of \$3,973,618.

Amend Exhibit C, second paragraph by striking the current sum of \$174,114 and inserting for administrative costs \$183,751.

Amend Exhibit C, second paragraph by striking the current sum of \$1,497,329 and inserting for program costs \$2,078,651.

Amend Exhibit C, second paragraph by striking the current sum of \$64,327 and inserting for Supplemental Funds administrative costs \$161,137.

Amend Exhibit C, second paragraph by striking the current sum of \$584,789 and inserting for Supplemental Funds program costs \$1,464,879.

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

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

STATE OF NEW HAMPSHIRE  
NH Department of Energy

By: [Signature]  
Jared Chicoine, Commissioner

Community Action Partnership of Strafford County

By: [Signature]  
(Name & Title of Person Authorized to Sign)

[Signature]  
Debra J. Anderson, Executive Director

State of New Hampshire  
County of Strafford

On this 16 day of March, 2023, before me, Kathleen Morrison the undersigned officer, personally appeared Debra J. Anderson 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: July 15, 2025

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Assistant Attorney General

Date: 3/23/2023

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on APR 12 2023, 2023.

OFFICE OF THE SECRETARY OF STATE

By: 

**SECRETARY OF STATE**

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

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that **COMMUNITY ACTION 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: 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 "William M. Gardner".

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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<b>COMMUNITY ACTION</b>	
<b>Business Name:</b> PARTNERSHIP OF STRAFFORD COUNTY	<b>Business ID:</b> 65583
<b>Business Type:</b> Domestic Nonprofit Corporation	<b>Business Status:</b> Good Standing
<b>Business Creation Date:</b> 05/25/1965	<b>Name in State of Incorporation:</b> Not Available
<b>Date of Formation in Jurisdiction:</b> 05/25/1965	
<b>Principal Office Address:</b> 577 Central Ave Ste 10, Dover, NH, 03820, USA	<b>Mailing Address:</b> 577 Central Avenue, Suite 10, Dover, NH, 03821 - 0160, USA
<b>Citizenship / State of Incorporation:</b> Domestic/New Hampshire	
	<b>Last Nonprofit Report Year:</b> 2020
	<b>Next Report Year:</b> 2025
<b>Duration:</b> Perpetual	
<b>Business Email:</b> NONE	<b>Phone #:</b> 603-516-8126
<b>Notification Email:</b> NONE	<b>Fiscal Year End Date:</b> NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
	OTHER / TO INITIATE AND ADMINISTER PROGRAMS NECESSARY FOR THE PURPOSE OF ALLEVIATING POVERTY IN STRAFFORD COUNTY, NEW HAMPSHIRE	

**Principals Information**

Name/Title	Business Address
Jean Miccolo / Secretary	577 Central Ave Ste 10, Dover, NH, 03820, USA
Alison Dorow / Director	577 Central Ave Ste 10., Dover, NH, 03820, USA
Marci Teriault / Director	577 Central Ave Ste 10., Dover, NH, 03820, USA
Petros Lazos / Director	577 Central Ave Ste 10., Dover, NH, 03820, USA
Terry Jarvis / Director	577 Central Ave Ste 10., Dover, NH, 03820, USA

< Previous ... 1 2 3 ... Next > Page 1 of 3, records 1 to 5 of 14  Go to Page

**Registered Agent Information**

Name: Not Available

Registered Office Not Available  
Address:

Registered Mailing Not Available  
Address:

**Trade Name Information**

Business Name	Business ID	Business Status
Community Action Partnership of Strafford County (online/BusinessInquire/TradeNameInformation?businessID=501111)	660135	Expired

**Trade Name Owned By**

Name	Title	Address
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**Trademark Information**

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

**CERTIFICATE OF AUTHORITY**

I, Alison Dorow, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer 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 October 10, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Betsy Andrews Parker (may list more than one person)  
(Name and Title of Contract Signatory)

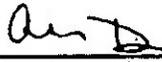
is duly authorized on behalf of Community Action Partnership of Strafford County to enter into contracts or agreements with the State

(Name of Corporation, LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 3/16/23

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Alison Dorow  
Title: Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2022

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).

<b>PRODUCER</b> CQI Insurance, Inc. 1 Dartmouth Drive	<b>CONTACT NAME</b> Tari Davis <b>PHONE</b> (877) 562-6334 <b>EMAIL</b> TDavis@CQIBusinessInsurance.com <b>WEBSITE</b> www.cqi.com	<b>NAIC #</b> (004) 674-2443
<b>Address</b> NH 03032	<b>INSURER A:</b> Hannover Insurance Company	<b>RATE #</b> 22292
<b>INSURED</b> Community Action Partnership of Strafford County, OSA, Strafford CAP 677 Central St, Ste 10 Dover NH 03820	<b>INSURER B:</b> Eastern Alliance <b>INSURER C:</b> Philadelphia Indemnity <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>RATE #</b> 10724

**COVERAGES**      **CERTIFICATE NUMBER:** 22-33 Main      **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.)

CLASS	TYPE OF INSURANCE	MODEL CODE	WORD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS-MADE <input checked="" type="checkbox"/> OCCUR Abuse & Molestation Lib \$1Million <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-RET <input type="checkbox"/> LOC OTHER:			ZHV A182135	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 SUBJECT TO RETENTION \$ 100,000 MED EXP (Per Occurrence) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG Included Professional Liability \$ 1,000,000 Combined Single Limit (CSL) \$ 1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Occurrence) \$ Medical Payments \$ 5,000
A	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HOUSED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AAVA156830	07/01/2022	07/01/2023	BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Occurrence) \$ Medical Payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIME <input type="checkbox"/> EXCESS LIME <input checked="" type="checkbox"/> RETURN OF PREMIUM			UPVA182136	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> EMPLOYERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Necessary in NH) If yes, describe each DESCRIPTION OF OPERATIONS here:		Y/N N	01-0000113784-05	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH OCCURR \$ 1,000,000 E.L. DISEASE - \$A EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Occurrence \$3,000,000 Aggregate Limit \$8,000,000 Employee Dishonesty \$1,000,000
C	<input checked="" type="checkbox"/> Directors & Officers <input checked="" type="checkbox"/> EPLI and Crime Included			PHSD1725130	07/01/2022	07/01/2023	Aggregate Limit \$8,000,000 Employee Dishonesty \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 109, Additional Remarks Schedule, may be attached if more space is required)

Waters Camp 3A State NH

<b>CERTIFICATE HOLDER</b>  State of NH; NH Dept of Energy 31 South Fruit St, 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  3/1/21
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## 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  
603-755-7883

150 Wakefield Street, Suite 117  
Rochester, NH 03867  
603-785-9461

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 Saries  
Mark Brave  
Leah Crouser  
Nicki Gearwar  
Andrew Swanberry  
Mark Toussaint  
Robert Harrington  
Bryte Collins  
Robert Hinkel

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COMMISSIONER  
Jared S. Chicone

DEPUTY COMMISSIONER  
Christopher J. Elms, Jr



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

TDD Access: Relay NH  
1-800-733-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
www.energy.nh.gov

December 7, 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 \$2,405,759 for the Fuel Assistance Program effective upon approval of Governor and Executive Council through September 30, 2024. 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, Fuel Assistance</u>	<u>FY 2023</u>
02-52-52-520010-33540000	
074-500587 Grants for Pub Assist & Relief	\$2,405,759

2) Further request authorization to advance Community Action Partnership of Strafford County \$179,538 from the above-referenced contract amount.

**EXPLANATION**

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

FAP is a statewide program, funded by a Federal Low Income Home Energy Assistance Program (LIHEAP) Block Grant, and works to make home energy more affordable for income-qualified New Hampshire families, including those who are elderly or disabled. Program funds are targeted to low income households with high energy burdens. The current maximum income level is 60% of the State Median Income (SMI), which is \$74,941 for a family of four. The average FAP benefit during the last program year was \$1,342. The program operates on an October 1st to September 30<sup>th</sup> program year.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
December 7, 2022  
Page 2 of 2

The proposed advance of funds will enable the CAA to operate the program between monthly reimbursements from the State.

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

Respectfully submitted,



Jared Chicoine  
Commissioner

UEI: TNVEUXNKAP57

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**

1.1 State Agency Name New Hampshire Department of Energy		1.2 State Agency Address 2155 North Street, Room 10 Concord, New Hampshire 03301	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 577 Central Avenue, Suite 200 Box 760, Dover, NH 03820	
1.5 Contract Form Number (603) 516-8120	1.6 Account Number 02-52-52-520010-1335 074-590587	1.7 Contract Date September 24, 2022	1.8 Price Limitation \$2,405,759.00
1.9 Contracting Officer for State Agency Edren Smith, Fuel Assistance Program Administrator		1.10 State Agency Telephone Number (603) 771-3407	
1.11 Contractor Signature <i>[Signature]</i> Date: 11/8/22		1.12 Name and Title of Contractor Signatory Edren Smith, Fuel Assistance Program Administrator	
1.13 State Agency Signature <i>[Signature]</i> Date: 11/8/22		1.14 Name and Title of State Agency Signatory Janet Chicone, Commissioner	
1.15 Approval by the N.H. Department of Administration, Director of Financial (if applicable) By: _____ On: _____			
1.16 Approval by the Agency General (Form, Substance and Execution) (if applicable) By: _____ On: 11/22/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**SECRETARY OF STATE**

DEC 07 2022

**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 a scrutinizing compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

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

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

shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities, and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed so original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

CAPSC LINEAP23:  
Award # 2301NHLLEA/2301NHLLE  
CFDA#93.568

Contractor Initials *Gap*  
Date *11/8/22*

## 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. The Fuel Assistance Program shall be considered a "major program" for purposes of this audit.
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 at least every four years.
4. The audit report shall include a schedule of prior years' questioned costs along with an Agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to NH DOE. 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 three years from the date of submission of the final expenditure report per 2 CFR 200.334 - 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 30 days of the completion date (Agreement Block 1.7).

10. **ADVANCES.** Advance funds must be used solely for appropriate Fuel Assistance Program expenditures. Advance program funds are to be used only for Fuel Assistance Program vendor payments. All Fuel Assistance Program payments, including Advance program payments, must be transferred from the Community Action Agency's (CAA's) general operating account into a specific Fuel Assistance Program account within 48 hours after being received electronically from the State. CAAs must submit the bank account number of the designated bank account for the advance funds to 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 Fuel Assistance Program services to qualified low-income individuals, and agrees to perform all such services and other work necessary to operate the Program in accordance with the requirements of this contract, the principles and objectives set forth in the Fuel Assistance Program Procedures Manual, Information Memoranda, and other guidance as determined by NH DOE.

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

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

## EXHIBIT C

### PAYMENT TERMS

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of \$2,405,759.00 (which hereinafter is referred to as the "Grant").

Upon the State's receipt of the 2023 Low Income Home Energy Assistance Program grant from the US Department of Health and Human Services, and Governor and Executive Council approval, the following funds will be authorized:

\$174,114.00 for administration costs, of which \$29,805.00 will be issued as a cash advance;  
\$1,497,329.00 for program costs, of which \$149,733.00 will be issued as a cash advance;  
\$85,200.00 for Assurance 16.

**Supplemental Funds:**

\$64,327.00 for administration costs;  
\$584,789.00 for program costs.

The dates for this contract are upon Governor and Council approval through September 30, 2024.

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 Fuel Assistance Program Procedures Manual.

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

NEW HAMPSHIRE 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:

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 GRANTEE'S 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 Stratford      October 1, 2022 to September 30, 2024  
Contractor Name      County      Period covered by this Certification

Betsy Andrews Parker      CEO  
Name and Title of Authorized Contractor Representative

[Signature]      11/8/22  
Contractor Representative Signature      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):  
LH&AP

Contract Period: October 1, 2022 to September 30, 2024

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.

*[Signature]* CEO  
 Contractor Representative Signature Contractor's Representative Title

Community Action Partnership of Stratford County 11/8/22  
 Contractor Name Date

## 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 Department of Energy'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*

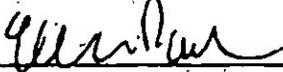
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (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.

 CEO  
\_\_\_\_\_  
Contractor Representative Signature Contractor's Representative Title

Community Action Partnership of Stafford County 11/8/22  
\_\_\_\_\_  
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.

*[Handwritten Signature]*

Contractor Representative Signature

*[Handwritten Title]*

Contractor's Representative Title

*Community Action Partnership of Stafford County*

Contractor Name

*11/6/22*

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 of 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.

*[Handwritten Signature]*

*CEO*

Contractor Representative Signature

Contractor's Representative Title

*Community Action Partnership of Stratford County*

*11/8/22*

Contractor Name

Date

FAP Approval to Obligate

EXAMPLE ONLY  
APPROVAL TO OBLIGATE  
FUEL ASSISTANCE PROGRAM

Exhibit I

STATE

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

BMCA

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	95,663.00	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
THIS APPROVAL TO OBLIGATE	0.00	207,112.00	0.00	0.00	207,112.00
TOTAL AVAILABLE TO OBLIGATE	0.00	207,112.00	0.00	0.00	207,112.00
NOT AUTHORIZED TO OBLIGATE	95,663.00	796,474.00	1,000.00	69,960.00	963,097.00

SNHS

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	183,777.00	1,718,152.00	1,000.00	84,220.00	1,987,149.00
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	354,578.00	0.00	0.00	354,578.00
TOTAL AVAILABLE TO OBLIGATE	0.00	354,578.00	0.00	0.00	354,578.00
NOT AUTHORIZED TO OBLIGATE	183,777.00	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
CONTRACTED BUDGET	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
THIS APPROVAL TO OBLIGATE	0.00	181,504.00	0.00	0.00	181,504.00
TOTAL AVAILABLE TO OBLIGATE	0.00	181,504.00	0.00	0.00	181,504.00
NOT AUTHORIZED TO OBLIGATE	83,835.00	697,997.00	825.00	64,960.00	847,617.00

CAPSC

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	64,678.00	673,893.00	757.60	55,110.00	694,438.60
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	118,373.00	0.00	0.00	118,373.00
TOTAL AVAILABLE TO OBLIGATE	0.00	118,373.00	0.00	0.00	118,373.00
NOT AUTHORIZED TO OBLIGATE	64,678.00	455,220.00	757.60	65,110.00	665,763.60

TCCA

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

LINEAP23

Award # 2301NHLIEA/2301NHLIEE

CFDA#93.568

P37 Exhibit I  
Contractor Initials *Cap*  
Date *11/8/22*

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.

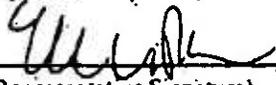
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the New Hampshire Department of Energy must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 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 (DUNS #);
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government and those revenues are greater than \$25M annually, and
  - b. Compensation information is not already available through reporting to the SEC.

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

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

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

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

Community Action Partnership of Stratford County 11/8/22  
(Contractor Name) (Date)

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT J  
FORM A

As the Contractor identified in Section 4.3 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: Z3KRLWND4993

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: _____

**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, 1963. 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: 65383

Certificate Number: 0005748237



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 "William M. Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Alison Dorow, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Action Partnership of Strafford County,  
(Corporation/LLC Name)

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 October 19, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Botsey Andrews Parker, CEO \_\_\_\_\_ (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Action Partnership of Strafford County to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 11/8/22



Signature of Elected Officer  
Name: Alison Dorow  
Title: Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2022

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).

<b>PRODUCER</b> CGI Insurance, Inc. 3 Dartmouth Drive Andover NH 03302	<b>CONTACT NAME:</b> Teri Davis <b>PHONE (AC, TX, FAX):</b> (877) 562-6334 <b>FAX (AC, NY):</b> (808) 576-2443 <b>EMAIL:</b> TDavis@CGIBusinessInsurance.com <b>ADDRESS:</b>
<b>INSURED</b> Community Action Partnership of Stratford County, DBA: Stratford CAP 877 Central St. Ste 10 Dover NH 03820	<b>INSURER(S) APPROVED COVERAGE</b> INSURER A: Manover Insurance Company Page: 8 INSURER B: Epsilon Alliance 10724 INSURER C: Philadelphia Indemnity INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER: 22-33 Major      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 END CLAIMS.

FORM	TYPE OF INSURANCE	POLICY PERIOD (MO/YY)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL & FEDERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Abuse & Molestation Lib \$1Milion  <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-DUCT <input type="checkbox"/> LOC OTHER:		ZHV A192135	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV BILTY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMBOP AGG \$ Included Professional Liability \$ 1,000,000 COVERED BARGE (BAY) (Per occurrence) \$ 1,000,000 SOCIAL BILTY (Per person) \$ SOCIAL BILTY (Per business) \$ PROPERTY DAMAGE (Per person) \$ Medical Payments \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HOLED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AMVA156330	07/01/2022	07/01/2023	SOCIAL BILTY (Per person) \$ SOCIAL BILTY (Per business) \$ PROPERTY DAMAGE (Per person) \$ Medical Payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> PRO <input checked="" type="checkbox"/> ATTENTION 0		UMVA182138	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>INCLUDES COMPENSATION AND EMPLOYERS LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/RETIREE OFFICER/EMPLOYEE (EXCLUDES LTD) (Necessary to 804) if you describe under DESCRIPTION OF OPERATIONS below		01-0000113784-05	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER ACCIDENT <input type="checkbox"/> PER YEAR ALL EACH ACCIDENT \$ 1,000,000 ALL DISEASE - PER EMPLOYEE \$ 1,000,000 ALL DISEASE - POLICY LIMIT \$ 1,000,000 Per Occurrence \$3,000,000 Aggregate Limit \$8,000,000 Employee Dishonesty \$1,000,000
C	<b>Directors &amp; Officers</b> EPL and Crime Included		PHSD1725130	07/01/2022	07/01/2023	Aggregate Limit \$8,000,000 Employee Dishonesty \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workam Comp 3A State: NH

<b>CERTIFICATE HOLDER</b>  State of NH: NH Dept of Energy 21 South Fruit St, 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:  D.J. J.
---	--

Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF  
STRAFFORD COUNTY AND AFFILIATE**

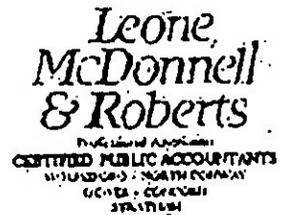
**FOR THE YEARS ENDED  
DECEMBER 31, 2020 AND 2019  
AND  
INDEPENDENT AUDITORS' REPORTS**

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE**

**DECEMBER 31, 2020 AND 2019**

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

### INDEPENDENT AUDITORS' REPORT

#### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization) and Affiliate, which comprise the consolidated statements of financial position, as of December 31, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County and Affiliate as of December 31, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 4, 2021, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

*Leon, McDonnell & Roberts  
Professionals Association*

November 4, 2021  
Wolfeboro, New Hampshire

**COMMUNITY ACTION PARTNERSHIP OF STAFFORD COUNTY AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2020 AND 2019**

	<b><u>ASSETS</u></b>	
	<b><u>2020</u></b>	<b><u>2019</u></b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 1,316,311	\$ 1,088,744
Accounts receivable	2,268,903	1,525,775
Contributions receivable	38,400	68,100
Inventory	226,233	19,510
Prepaid expenses	36,318	12,570
Total current assets	<u>3,886,165</u>	<u>2,694,699</u>
<b>NONCURRENT ASSETS</b>		
Security deposits	5,326	5,350
Property, net of accumulated depreciation	5,273,321	4,815,150
Other noncurrent assets	27,500	27,500
Total noncurrent assets	<u>5,306,147</u>	<u>4,848,000</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 9,192,312</u></b>	<b><u>\$ 7,542,699</u></b>
	<b><u>LIABILITIES AND NET ASSETS</u></b>	
<b>CURRENT LIABILITIES</b>		
Demand note payable	\$ 105,377	\$ 105,432
Current portion of long term debt	18,343	-
Accounts payable	1,497,685	455,276
Accrued payroll and related taxes	88,682	193,430
Accrued compensated absences	131,108	84,272
Deferred revenue	107,606	-
Refundable advances	473,291	491,025
Paycheck Protection Program	97,500	-
Other current liabilities	1,318	4,855
Total current liabilities	<u>2,520,910</u>	<u>1,334,390</u>
<b>NONCURRENT LIABILITIES</b>		
Long term debt, less current portion shown above	<u>2,775,919</u>	<u>2,566,846</u>
Total liabilities	<u>5,296,829</u>	<u>3,901,236</u>
<b>NET ASSETS</b>		
Without donor restrictions	3,593,917	3,330,373
With donor restrictions	301,566	311,090
Total net assets	<u>3,895,483</u>	<u>3,641,463</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 9,192,312</u></b>	<b><u>\$ 7,542,699</u></b>

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED DECEMBER 31, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>CHANGE IN NET ASSETS</b>			
<b>REVENUES AND OTHER SUPPORT</b>			
Grant revenue	\$ 11,412,231	\$ -	\$ 11,412,231
Fees for service	1,544,770	-	1,544,770
Rent revenue	15,255	-	15,255
Public support	451,985	255,657	707,642
In-kind donations	630,948	-	630,948
Interest	103	-	103
Fundraising	64,423	-	64,423
Gain on sale of equipment	2,000	-	2,000
	<hr/>	<hr/>	<hr/>
Total revenues and support	14,121,715	255,657	14,377,372
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<hr/>	<hr/>	<hr/>
	265,181	(265,181)	-
	<hr/>	<hr/>	<hr/>
Total revenues, support, and net assets released from restrictions	14,386,896	(9,524)	14,377,372
<b>EXPENSES</b>			
<b>Program services</b>			
Child services	4,470,403	-	4,470,403
Community services	2,258,463	-	2,258,463
Energy assistance	2,063,659	-	2,063,659
Housing	2,920,930	-	2,920,930
Weatherization	1,347,740	-	1,347,740
Workforce development	92,113	-	92,113
	<hr/>	<hr/>	<hr/>
Total program services	13,153,308	-	13,153,308
<b>Supporting activities</b>			
Management and general	894,695	-	894,695
Fundraising	75,349	-	75,349
	<hr/>	<hr/>	<hr/>
Total expenses	14,123,352	-	14,123,352
<b>CHANGE IN NET ASSETS</b>	<hr/>	<hr/>	<hr/>
	263,544	(9,524)	254,020
<b>NET ASSETS, BEGINNING OF YEAR</b>	<hr/>	<hr/>	<hr/>
	3,330,373	311,090	3,641,463
<b>NET ASSETS, END OF YEAR</b>	<hr/>	<hr/>	<hr/>
	\$ 3,593,917	\$ 301,566	\$ 3,895,483

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED DECEMBER 31, 2019**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS REVENUES AND OTHER SUPPORT</b>			
Grant revenue	\$ 8,385,228	\$ -	\$ 8,385,228
Fees for service	2,026,319	-	2,026,319
Rent revenue	9,385	-	9,385
Public support	492,204	240,031	732,235
In-kind donations	699,583	-	699,583
Interest	335	-	335
Fundraising	25,334	-	25,334
	<hr/>	<hr/>	<hr/>
Total revenues and support	11,638,388	240,031	11,878,419
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<hr/>	<hr/>	<hr/>
	585,065	(585,065)	-
	<hr/>	<hr/>	<hr/>
Total revenues, support, and net assets released from restrictions	12,223,453	(345,034)	11,878,419
<b>EXPENSES</b>			
Program services			
Child services	4,467,961	-	4,467,961
Community services	1,084,934	-	1,084,934
Energy assistance	2,382,868	-	2,382,868
Housing	310,583	-	310,583
Weatherization	1,894,803	-	1,894,803
Workforce development	134,487	-	134,487
	<hr/>	<hr/>	<hr/>
Total program services	10,275,636	-	10,275,636
Supporting activities			
Management and general	834,730	-	834,730
Fundraising	83,752	-	83,752
	<hr/>	<hr/>	<hr/>
Total expenses	11,204,118	-	11,204,118
<b>CHANGE IN NET ASSETS BEFORE NONCASH CONTRIBUTION</b>	<hr/>	<hr/>	<hr/>
	1,018,335	(345,034)	674,301
<b>NONCASH CONTRIBUTION</b>	<hr/>	<hr/>	<hr/>
	1,003,996	-	1,003,996
<b>CHANGE IN NET ASSETS</b>	<hr/>	<hr/>	<hr/>
	2,023,331	(345,034)	1,678,297
<b>NET ASSETS, BEGINNING OF YEAR</b>	<hr/>	<hr/>	<hr/>
	1,307,042	658,124	1,963,166
<b>NET ASSETS, END OF YEAR</b>	<hr/>	<hr/>	<hr/>
	\$ 3,330,373	\$ 311,090	\$ 3,641,463

See Notes to Financial Statements

CONSOLIDATED ACTION BUDGETS OF KIDDERPOND COUNTY AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2023

	Child Respite	Community Services	Energy Respite	Health	Therapeutic	Workforce Development	Total Program Expenses	Interim/Info (Allocation) Fees	Management and General	Respite/Info	Total
Payroll	\$ 2,297,400	\$ 840,830	\$ 227,785	\$ 228,477	\$ 128,813	\$ 47,830	\$ 3,029,805	\$ 182,841	\$ 381,417	\$ 28,848	\$ 4,123,409
Payroll taxes	184,228	44,308	17,229	48,287	8,211	2,298	276,822	7,487	23,083	2,183	312,238
fringe benefits	228,238	14,282	22,478	11,248	15,420	6,930	307,528	5,780	23,000	1,890	340,813
Workstation materials, fuel and client assistance	41,758	84,178	1,631,370	2,502,838	1,143,418	4,288	5,428,845	-	-	-	\$ 5,428,845
In-kind expenses	200,583	430,363	-	-	-	-	630,946	-	-	-	630,946
Consultants and contract labor	282,202	118,317	10,433	22,780	4,818	515	429,184	72,577	62,335	4,410	529,439
Communicable supplies	228,898	743,267	1,208	2,043	8,429	88	982,343	192,887	22,871	3,881	1,202,324
Supplies	483,833	83,822	54,200	11,222	8,404	28,600	679,481	(379,832)	30,688	2,394	177,531
Repairs and maintenance	72,480	47,814	12,378	11,030	8,409	782	151,828	214,925	18,522	8,880	389,294
Utilities	120,444	12,432	12,378	23,703	2,389	2,230	174,838	(24,940)	21,278	780	171,759
Insurance	78,188	8,498	1,234	28,783	1,877	854	119,703	13,808	7,883	158	141,833
Meetings, events and training	80,827	21,808	204	180	8,838	2,229	112,844	215	69,828	1,278	182,800
Depreciation	74,521	28,883	381	4,921	4,278	2,229	112,844	-	-	-	112,844
Travel	33,238	8,524	202	477	1,722	500	47,251	(18,282)	1,145	136	30,342
Copying and postage	31,058	882	8,812	980	288	217	36,883	-	4,284	8,201	48,529
Refinement	11,843	3,421	1,815	1,271	314	172	18,841	257	4,784	113	23,175
Equipment and computer	10,001	41,181	11,181	20,387	1,884	20	84,334	2,338	2,278	70	89,800
Interest expense	78,974	8,128	17,816	2,803	8,843	-	113,772	2,188	13,343	1,034	137,339
Other program support	1,082	19,784	883	89	78	-	22,424	2,512	188	14,731	40,813
<b>Total expenses</b>	<b>\$ 4,478,400</b>	<b>\$ 2,278,483</b>	<b>\$ 2,083,838</b>	<b>\$ 2,970,838</b>	<b>\$ 1,247,740</b>	<b>\$ 82,113</b>	<b>\$ 13,183,808</b>	<b>\$ -</b>	<b>\$ 838,871</b>	<b>\$ 75,349</b>	<b>\$ 14,172,232</b>

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STAFFORD COUNTY**

**STATEMENT OF FUNCTIONAL EXPENSES  
(FISCAL YEAR ENDED DECEMBER 31, 2011)**

	Child Nutrition	Community Services	Energy Assistance	Foodbank	Weatherization	Workforce Development	Total Program Expenses	Intergovernmental (Allocation) Costs	Management and Control	Debt Service	Other
Physical	\$ 2,183,819	\$ 254,653	\$ 277,229	\$ 61,863	\$ 110,789	\$ 78,732	\$ 3,072,000	\$ 100,849	\$ 441,704	\$ 35,680	\$ 3,680,923
Physical costs	194,122	27,441	29,846	4,330	7,274	8,611	229,667	8,416	48,679	2,812	289,775
Fringe benefits	166,748	23,710	30,632	6,034	12,536	9,763	279,649	7,497	22,254	4,833	314,249
Weatherization materials, fuel and client assistance	46,338	18,814	1,950,300	158,775	1,683,131	1,478	3,656,977	-	-	-	3,656,977
Initial expenses	280,676	404,463	-	-	500	-	685,644	-	-	-	685,644
Consultants and contract labor	283,668	23,930	3,028	15,400	1,110	819	308,036	17,231	83,118	4,935	473,300
Consumable supplies	378,677	116,908	1,105	5,413	8,023	1,807	501,854	23,457	30,977	1,768	609,796
Rent	410,128	28,747	53,057	28,911	6,739	24,103	548,711	(439,822)	28,281	1,849	129,183
Repairs and maintenance	29,287	14,001	8,078	3,620	333	1,478	56,842	130,860	12,968	134	204,327
Utilities	111,383	4,161	17,460	11,400	2,072	6,733	149,228	(12,282)	17,018	517	154,511
Insurance	88,403	6,027	1,628	5,036	1,908	1,128	111,888	11,348	15,127	207	139,281
Meetings, awards and training	83,034	17,231	2,815	180	14,722	193	132,797	5,028	21,858	2,383	162,979
Depreciation	84,208	29,818	331	4,621	3,807	2,320	105,145	-	69,850	-	175,101
Travel	66,038	9,027	1,157	1,256	9,832	1,158	116,547	(23,304)	10,848	148	104,139
Copying and postage	27,033	328	8,177	115	43	116	37,031	78	3,300	18,808	54,481
Retirement	13,004	1,578	1,301	200	377	182	18,782	287	11,128	252	28,619
Equipment and computer related expenses	8,139	452	2,433	1,187	24,128	189	36,539	10,234	4,190	-	50,864
Interest costs	-	-	-	-	10,430	-	10,430	150,500	7,136	-	163,133
Other program support	1,232	3,832	23	24	2,125	-	8,009	-	65	14,304	22,679
<b>Total expenses</b>	<b>\$ 4,487,851</b>	<b>\$ 1,084,804</b>	<b>\$ 2,382,868</b>	<b>\$ 310,683</b>	<b>\$ 1,894,800</b>	<b>\$ 134,487</b>	<b>\$ 10,775,636</b>	<b>\$ -</b>	<b>\$ 834,720</b>	<b>\$ 83,732</b>	<b>\$ 11,204,118</b>

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 254,020	\$ 1,678,297
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	182,600	175,101
Donated property and equipment		(1,003,996)
Gain on the sale of equipment	(2,000)	
(Increase) decrease in assets:		
Accounts receivable	(743,128)	(419,051)
Contributions receivable	29,700	(4,300)
Tax credits receivable		250,000
Inventory	(206,723)	(6,090)
Prepaid expenses	(23,748)	45,698
Security deposits	24	
Increase (decrease) in liabilities:		
Accounts payable	1,042,409	46,317
Accrued payroll and related taxes	(104,748)	31,864
Accrued compensated absences	46,836	(9,812)
Deferred revenue	107,606	
Refundable advances	(17,734)	75,690
Paycheck Protection Program	97,500	
Other current liabilities	(3,637)	(74,468)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>659,177</u>	<u>785,250</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	(640,971)	(158,292)
Proceeds on sale of equipment	2,000	
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(638,971)</u>	<u>(158,292)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Borrowings of long-term debt	485,181	
Payments made on long-term debt	(257,765)	(247,844)
Net repayments on demand note payable	(55)	(60,000)
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	<u>227,361</u>	<u>(307,844)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	247,567	319,114
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>1,068,744</u>	<u>749,630</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 1,316,311</u>	<u>\$ 1,068,744</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 130,185</u>	<u>\$ 180,999</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Donated property and equipment	<u>\$</u>	<u>\$ 1,003,996</u>

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization and Principles of Consolidation**

Community Action Partnership of Strafford County (the Agency) is a 501(c)(3) private New Hampshire non-profit organization established under the provisions of the Equal Opportunity Act of 1964. Without services provided by the Agency, many local residents would be without a means to provide for their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter and access to other services. The mission of the Agency is to educate, advocate and assist people in Strafford County to help meet their basic needs and promote self-sufficiency. The vision of the Agency is to eliminate poverty in Strafford County through compassion, education, self-sufficiency, transparency, accountability, team work, client focus and professionalism.

Academy Street Family Housing, LLC (Academy Street) is a limited liability company which is consolidated because the Agency controls 100% of the voting power of Academy Street. Academy Street leases property from the Agency under a lease agreement for an annual rent amount of \$1. The lease commenced on April 21, 2020 and expires April 2045. Unless either party serves the other with a 180 day written notice prior to the expiration of the initial term, at the end of the initial term, the lease shall be automatically extended for an additional 25 year term. All significant intercompany items and transactions have been eliminated from the basic financial statements.

In addition to the Agency's administrative office located in Dover, the Agency maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover and Somersworth. The Agency is funded by Federal, state, county and local funds, as well as United Way grants, public utilities, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. The Agency is governed by a tripartite board of directors made up of elected officials, community leaders from for-profit and non-profit organizations and residents who are low income. The board is responsible for assuring that the Agency continues to assess and respond to the causes and conditions of poverty in its community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound. The Agency administers a wide range of coordinated programs to more than 15,000 people annually, and the programs are designed to have a measurable impact on poverty and health status among the most vulnerable residents: those under the age of 6, the elderly and those living in poverty. This coordinated approach is accomplished by providing a broad array of services that are locally defined, planned and managed with community agencies.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(continued)**

**Basis of Accounting**

The consolidated financial statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

**Financial Statement Presentation**

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

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

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

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

At December 31, 2020 and 2019, the Agency had net assets without donor and with donor restrictions.

**Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are performed or expenditures are incurred.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(continued)**

**Contributions.**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Agency reports the support as unrestricted.

**Contributed Services**

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*. If the services (a) create or enhance non-financial assets or (b) require specialized skills and would otherwise be purchased by the Agency.

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

**Fair Value of Financial Instruments**

Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

**Inventory**

Inventory materials are fixtures for installation and recorded at cost or contributed value, using the first-in, first-out method.

**Property and Depreciation**

Property and equipment, which have a cost greater than \$5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines. Assets are depreciated over their estimated useful lives using the straight-line method as follows:

Buildings and improvements	15 - 40 years
Furniture, equipment and machinery	3 - 10 years
Vehicles	5 - 7 years

Depreciation expense aggregated \$182,800 and \$175,101 for the years ended December 31, 2020 and 2019, respectively.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(continued)**

**Accrued Earned Time**

The Agency has accrued a liability of \$131,108 and \$84,272 at December 31, 2020 and 2019, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

**Income Taxes**

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency is also exempt from the New Hampshire Business Enterprise Tax.

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the previous three tax years and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

**Cash and Cash Equivalents**

The Agency considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

**Revenue Recognition Policy**

The Agency derives revenue from grants, fees for services, donations, public support and fundraising. Revenues are recognized when control of these services are transferred to customers, in an amount that reflects the consideration the Agency expects to be entitled to in exchange for those services. Cost incurred to obtain a contract will be expensed as incurred when the amortization period is less than a year.

**Use of Estimates**

The presentation of financial statements in conformity with generally accepted accounting principles 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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(continued)**

**Advertising Expenses**

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2020 and 2019 amounted to \$27,725 and \$12,558, respectively.

**Debt Issuance Costs**

As required under FASB Accounting Standards Update No. 2015-03, amortization expense for the years ended December 31, 2020 and 2019 amounted to \$2,156 and has been included with interest expense in the consolidated statement of activities for each year. The unamortized deferred financing costs have been included as a reduction of the long term debt (See Note 9).

**In-kind Donations**

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$177,617 and \$177,529 for the years ended December 31, 2020 and 2019, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$17,812 and \$33,857 for the years ended December 31, 2020 and 2019, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$415,835 and \$17,655, respectively, for the year ended December 31, 2020. For the year ended December 31, 2019, the estimated fair value of these food commodities and goods was determined to be \$397,292 and \$91,175, respectively.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Occupancy costs have been grouped and allocated to the programs as a line item. Such allocations have been determined by management on an equitable basis.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(continued)**

**Functional Allocation of Expenses (Continued)**

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Approved indirect rate

**New Accounting Pronouncement**

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Agency adopted the new standard effective January 1, 2020, the first day of the Agency's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

**NOTE 2. PROPERTY**

As of December 31, 2020 and 2019, property consisted of the following:

	<u>2020</u>	<u>2019</u>
Land, buildings and improvements	\$ 5,499,660	\$ 5,039,871
Furniture, equipment and machinery	646,283	600,526
Vehicles	<u>350,136</u>	<u>327,137</u>
Total	6,496,079	5,867,534
Less accumulated depreciation	<u>1,222,758</u>	<u>1,152,384</u>
Net property	<u>\$ 5,273,321</u>	<u>\$ 4,815,150</u>

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 3. LIQUIDITY AND AVAILABILITY**

The following represents the Agency's financial assets as of December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 1,316,311	\$ 1,068,744
Accounts receivable	2,268,903	1,525,775
Contributions receivable	<u>38,400</u>	<u>68,100</u>
Total financial assets	3,623,614	2,662,619
Less amounts not available to be used within one year:		
Board designated funds	<u>307,315</u>	<u>307,315</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 3,316,299</u>	<u>\$ 2,355,304</u>

The Agency's goal is generally to maintain financial assets to meet 30 days of operating expenses. As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

**NOTE 4. ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2020 and 2019. The Agency has no policy for charging interest on overdue accounts.

**NOTE 5. CONTRIBUTIONS RECEIVABLE**

Contributions receivable represent promises to give, which have been made by donors but have not yet been received by the Agency. The Agency considers contributions receivable to be fully collectible; accordingly, no allowance for contributions receivable has been recorded.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 5. CONTRIBUTIONS RECEIVABLE (continued)**

Total unconditional promises to give were as follows at December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Within one year	\$ 34,307	\$ 38,057
In two to five years	<u>4,093</u>	<u>30,043</u>
	<u>\$ 38,400</u>	<u>\$ 68,100</u>

**NOTE 6. TAX CREDIT PROGRAM**

The New Hampshire Community Development Finance Authority's Tax Credit Program allows New Hampshire businesses to contribute to not-for-profit community, housing and economic development projects and receive a 75% New Hampshire state tax credit that can be applied against New Hampshire business profits, business enterprise and insurance premium taxes. The Agency did not recognize any revenue through this Tax Credit Program during the years ended December 31, 2020 and 2019. The total cumulative contribution revenue raised to date is \$250,000 as of December 31, 2020.

**NOTE 7. PLEGDED ASSETS**

As described in Note B, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement. As described in Note 9, the building of the Agency is pledged as collateral under the Agency's mortgage note payable agreement.

**NOTE 8. DEMAND NOTE PAYABLE**

The Agency has available a revolving line of credit with a bank in the amount of \$250,000. The note is payable upon demand. Interest is stated at the prime rate plus 1% which resulted in an interest rate of 4.25% and 5.75% at December 31, 2020 and 2019, respectively. The note is collateralized by all the assets of the Agency.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 9. LONG TERM DEBT**

The long term debt at December 31, 2020 and 2019 consisted of the following:

	<u>2020</u>	<u>2019</u>
4.90% mortgage payable to Kennebunk Savings Bank with interest only payments for 36 months followed by principal and interest payments for 264 months for the first ten years. In 2028 principal and interest payments will adjust to 1.50% above the highest five-year Federal Home Loan Bank of Boston interest rate. The mortgage note payable is collateralized by the building and leases and rents of 577 Central Ave.	\$ 1,929,978	\$ 2,143,096
5.00% mortgage payable to the New Hampshire Community Loan Fund of interest only payments for 36 months followed by principal and interest payments for 264 months. The mortgage note payable is collateralized by the building and leases and rents of 577 Central Ave.	427,975	474,778
Non-interest bearing note payable to the New Hampshire Housing Finance Authority in annual payments in the amount of 50% of annual surplus cash - through May 2060 at which time the remaining balance is due. The note is collateralized by certain real estate located at 22-24 Academy Street.	<u>485,181</u>	<u>          </u>
Total long term debt before current portion of long term debt and unamortized debt issuance costs	2,843,134	2,617,874
Current portion of long term debt	(18,343)	
Unamortized debt issuance costs	<u>(48,872)</u>	<u>(51,028)</u>
<b>Total long term debt</b>	<b><u>\$ 2,775,919</u></b>	<b><u>\$ 2,566,846</u></b>

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 9. LONG TERM DEBT (continued)**

The schedule of maturities of long term debt at December 31, 2020 is as follows:

<u>Year Ended December 31</u>	<u>Amount</u>
2021	\$ 18,343
2022	75,657
2023	79,448
2024	83,430
2025	87,612
Thereafter	<u>2,498,644</u>
Total	<u>\$ 2,843,134</u>

**NOTE 10. NET ASSETS**

At December 31, 2020 and 2019, net assets with donor restrictions consisted of the following:

	<u>2020</u>	<u>2019</u>
Summer meals	\$ 44,438	\$ 11,914
Building campaign	44,712	27,891
Security deposits	-	51,584
Whole family	25,846	163,738
COVID-related	111,100	-
Homeless outreach	5,091	-
Fuel assistance	55,902	33,995
Weatherization	14,477	3,434
Coordinated entry	-	8,147
Holiday baskets	-	3,985
Food pantry	-	2,521
Special events	-	<u>3,881</u>
Total	<u>\$ 301,566</u>	<u>\$ 311,090</u>

At December 31, 2020 and 2019, net assets without donor restrictions consisted of the following:

	<u>2020</u>	<u>2019</u>
Undesignated	\$ 3,286,602	\$ 3,023,058
Board designated	<u>307,315</u>	<u>307,315</u>
Total net assets without donor restrictions	<u>\$ 3,593,917</u>	<u>\$ 3,330,373</u>

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 11. LEASE COMMITMENTS**

Facilities occupied by the Agency for its community service programs are rented under the terms of various leases. For the years ended December 31, 2020 and 2019, the annual lease/rent expense for the leased facilities was \$143,308 and \$111,043, respectively. Certain equipment is leased by the Agency under the terms of various leases.

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

<u>Year Ended December 31</u>	<u>Amount</u>
2021	\$ 63,001
2022	31,501
2023	1
2024	1
2025	1
Thereafter	<u>10</u>
Total	<u>\$ 94,515</u>

**NOTE 12. RETIREMENT PLAN**

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally, the Agency provides a matching contribution equal to 25% of the employee's contribution up to 5% of the employee's compensation. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however, employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2020 and 2019 totaled \$23,170 and \$28,408, respectively.

**NOTE 13. CONCENTRATION OF RISK**

The Agency receives a majority of its support from federal and state governments. For the years ended December 31, 2020 and 2019, approximately 80% and 88%, respectively, of the Agency's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Agency's programs and activities.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 14. CONCENTRATION OF CREDIT RISK**

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of \$250,000.

**NOTE 15. CONTINGENCIES**

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2020 and 2019.

**NOTE 16. NONCASH CONTRIBUTION**

During the year ended December 31, 2019, the Agency received land and property as a contribution. The contribution was recorded at the fair value of the land and property, totaling \$1,003,996. Additionally, the Agency received \$130,000 from the contributor, resulting in a total contribution of \$1,133,996.

**NOTE 17. RENTAL INCOME RECEIVABLE**

Subsequent to December 31, 2020, Academy Street entered into four separate rental agreements for use of their four apartments. The rental agreements commence in May of 2021 and expire during April of 2022. Monthly payments for the agreements range from \$1,168 to \$1,394 and are due the first day of each month.

The approximate future rental payments owed on the above leases are as follows:

<u>Year Ended December 31</u>	<u>Amount</u>
2021	\$ 42,800
2022	<u>21,400</u>
Total	<u>\$ 64,200</u>

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 18. PAYCHECK PROTECTION PROGRAM (PPP) LOAN**

During the year ended December 31, 2020 the Agency was able to secure a loan from the Payroll Protection Program (PPP) offered under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Agency received loan proceeds in the amount of \$97,500.

Subsequent to year end, on July 1, 2021, the Agency received notification of forgiveness of the Agency's PPP loan in full. The Agency classified the loan as a current liability in the accompanying consolidated statements of financial position as of December 31, 2020.

**NOTE 19. OTHER MATTERS**

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Agency's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Agency's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. COVID-19 also makes it more challenging for management to estimate future performance of the Agency, particularly over the near to medium term.

**NOTE 20. RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year's financial statements, which was taken from the December 31, 2019 financial statements, to conform to the current year presentation.

**NOTE 21. SUBSEQUENT EVENTS**

Subsequent to year end, the Agency acquired all of the assets and liabilities of Dover Daycare Learning Center (the Center). Total assets and liabilities acquired were approximately \$369,000 and \$264,000, respectively. Since the date of acquisition, the Agency has been running the operations of the Center. Prior to December 31, 2020, the Agency received \$107,606 from the Center relating to the sale. This is included in deferred revenue in the accompanying consolidated statements of financial position.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
AND AFFILIATE**

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

**NOTE 20. SUBSEQUENT EVENTS (continued)**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through November 4, 2021, the date the consolidated financial statements were available for issuance.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE**  
**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**  
**DECEMBER 31, 2020**

	CAZEC	Academy Street Family Housing, LLC	Total	Consolidating Adjustments	Consolidated
	<b>ASSETS</b>				
<b>CURRENT ASSETS</b>					
Cash and cash equivalents	\$ 1,113,779	\$ 200,572	\$ 1,314,351	\$ -	\$ 1,314,351
Accounts receivable	2,263,803	-	2,263,803	-	2,263,803
Contributions receivable	38,400	-	38,400	-	38,400
Due from affiliate	15,000	-	15,000	(15,000)	-
Inventory	228,233	-	228,233	-	228,233
Prepaid expenses	38,318	-	38,318	-	38,318
<b>Total current assets</b>	<u>1,700,533</u>	<u>200,572</u>	<u>1,901,105</u>	<u>(15,000)</u>	<u>1,886,105</u>
<b>NONCURRENT ASSETS</b>					
Security deposits	8,328	-	8,328	-	8,328
Property, net of accumulated depreciation	4,722,919	480,402	5,203,321	-	5,203,321
Other noncurrent assets	27,800	-	27,800	-	27,800
<b>Total noncurrent assets</b>	<u>4,829,147</u>	<u>480,402</u>	<u>5,309,549</u>	<u>-</u>	<u>5,309,549</u>
<b>TOTAL ASSETS</b>	<u>\$ 6,529,680</u>	<u>\$ 680,974</u>	<u>\$ 7,210,654</u>	<u>\$ (15,000)</u>	<u>\$ 7,195,654</u>
	<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>					
Demand note payable	\$ 109,377	\$ -	\$ 109,377	\$ -	\$ 109,377
Current portion of long term debt	18,343	-	18,343	-	18,343
Accounts payable	1,312,784	182,821	1,495,605	-	1,497,889
Accounts payable and related items	88,882	-	88,882	-	88,882
Accrued compensated absences	131,108	-	131,108	-	131,108
Due to affiliate	-	15,000	15,000	(15,000)	-
Deferred revenue	107,808	-	107,808	-	107,808
Refundable advances	473,291	-	473,291	-	473,291
Psychiatric Protection Program	87,800	-	87,800	-	87,800
Other current liabilities	1,318	-	1,318	-	1,318
<b>Total current liabilities</b>	<u>2,308,099</u>	<u>197,821</u>	<u>2,505,920</u>	<u>(15,000)</u>	<u>2,490,920</u>
<b>NONCURRENT LIABILITIES</b>					
Long term debt, less current portion shown above	2,770,736	445,181	3,215,917	-	3,215,917
<b>Total liabilities</b>	<u>5,078,835</u>	<u>643,002</u>	<u>5,721,837</u>	<u>(15,000)</u>	<u>5,706,837</u>
<b>NET ASSETS</b>					
Without donor restrictions	3,527,043	(3,128)	3,523,915	-	3,523,915
With donor restrictions	301,888	-	301,888	-	301,888
<b>Total net assets</b>	<u>3,828,931</u>	<u>(3,128)</u>	<u>3,825,803</u>	<u>-</u>	<u>3,825,803</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 8,907,766</u>	<u>\$ 640,874</u>	<u>\$ 9,548,640</u>	<u>\$ (15,000)</u>	<u>\$ 9,533,640</u>

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE**

**CONSOLIDATING STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED DECEMBER 31, 2020**

	<u>CAPSC</u>	<u>Academy Street Family Housing, LLC</u>	<u>Consolidated</u>
<b>CHANGE IN NET ASSETS</b>			
<b>REVENUES AND OTHER SUPPORT</b>			
Grant revenue	\$ 11,412,231	\$ -	\$ 11,412,231
Fees for service	1,544,770	-	1,544,770
Rent revenue	15,255	-	15,255
Public support	707,642	-	707,642
In-kind donations	630,948	-	630,948
Interest	93	10	103
Fundraising	84,423	-	84,423
Gain on sale of equipment	<u>2,000</u>	-	<u>2,000</u>
Total revenues and support	<u>14,377,382</u>	<u>10</u>	<u>14,377,372</u>
<b>EXPENSES</b>			
<b>Program services</b>			
Child services	4,470,403	-	4,470,403
Community services	2,258,463	-	2,258,463
Energy assistance	2,063,659	-	2,063,659
Housing	2,917,792	3,138	2,920,930
Weatherization	1,347,740	-	1,347,740
Workforce development	<u>92,113</u>	-	<u>92,113</u>
Total program services	13,150,170	3,138	13,153,308
<b>Supporting activities</b>			
Management and general	894,695	-	894,695
Fundraising	<u>75,349</u>	-	<u>75,349</u>
Total expenses	<u>14,120,214</u>	<u>3,138</u>	<u>14,123,352</u>
<b>CHANGE IN NET ASSETS</b>	257,148	(3,128)	254,020
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,641,463</u>	-	<u>3,641,463</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 3,898,611</u>	<u>\$ (3,128)</u>	<u>\$ 3,895,483</u>

See Notes to Financial Statements

GENERAL ACCOUNTING INFORMATION OF STATE OF NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED 12/31/2017

FEDERAL AGENCY OFFICE OF THE COMPTROLLER OF ACCOUNTS	FEDERAL CFDA NUMBER	PAID THROUGH STATE AGENCY	FEDERAL ACCOUNT NUMBER	FEDERAL ALLOCATION
<b>U.S. Department of Agriculture</b>				
Older Americans Food Program	16.88	State of New Hampshire Department of Education	020-022	\$ 1,617
<b>Older Adults Care</b>				
Senior Meal Service Program by Cities	16.83	State of New Hampshire Department of Education	100-022	1,638,908
Senior Meal Service Program	16,83	State of New Hampshire Department of Education	100-022-020-020-020	2,828
				1,641,736
<b>Senior Nutrition Grants</b>				
Emergency Food Assistance Program (Food Commodities)	16.88	State/Department Community Action Partnership	None	11,628
<b>Total U.S. Department of Agriculture</b>				1,653,364
<b>U.S. Department of Health and Human Services</b>				
Supportive Housing for the Elderly	14.47	State Housing Authority	State Housing Authority	\$ 23,171
<b>Older Americans Resource Center</b>				
Community Development Block Grants / Supplemental Grants	14,716	City of Dover, New Hampshire	City of Dover	25,946
Community Development Block Grants / Supplemental Grants	14,716	City of Rochester, New Hampshire	City of Rochester	27,326
Community Development Block Grants / Supplemental Grants	14,716	City of Rochester, New Hampshire	City of Rochester	71,252
				124,524
<b>Emergency Assistance Grant Program</b>				
Emergency Assistance Grant Program	14,671	State of New Hampshire Department of Health and Human Services	05-05-02-020-0-020-000-01	26,197
Emergency Assistance Grant Program	14,671	State of New Hampshire Department of Health and Human Services	05-05-02-020-0-020-000-02	18,277
				44,474
<b>Supportive Housing Program</b>				
Supportive Housing Program	14,622	State of New Hampshire Department of Health and Human Services	05-05-02-020-0-020-000-03	11,882
				11,882
<b>Total U.S. Department of Health and Human Services</b>				279,050
<b>U.S. Department of Labor</b>				
<b>WIC Program</b>				
WIC Adult Program	17,236	Southern New Hampshire Services, Inc.	720-020	43,888
WIC Child and Mother Program	17,271	Southern New Hampshire Services, Inc.	720-020	11,721
<b>Total U.S. Department of Labor/WIC Program</b>				55,609
<b>U.S. Department of Energy</b>				
Infrastructure Assistance for Low-income Persons	11,617	State of New Hampshire Governor's Office of Energy & Community Services	01-02-02-020-0-020-000-01	117,871
<b>Total U.S. Department of Energy</b>				129,488
<b>U.S. Department of the Treasury</b>				
Commodity Credit Fund	21,691	Governor's Office of Emergency Relief & Recovery	0000 A Other State	123,167
Commodity Credit Fund	21,691	Governor's Office of Emergency Relief & Recovery	Emergency Assistance Fund	1,254,251
<b>Total U.S. Department of the Treasury</b>				1,377,418
<b>U.S. Department of Transportation</b>				
Transportation Programs Grants	26,913	State of New Hampshire Department of Transportation	Small Outlay Bus	25,228
<b>Total U.S. Department of Transportation</b>				25,228
<b>U.S. Department of Health &amp; Human Services</b>				
<b>Other Grants</b>				
Special Program for the Aging - Title II, Part 6 - Grants to State Agency	23,916	State of New Hampshire Division of Elderly and Adult Services	010-010-020-010-020	\$
State Transportation	13,689	State of New Hampshire Department of Health and Human Services	05-05-02-020-0-020-000-03	2,828
				2,828

See Notes to Schedule of Expenditures of Federal Awards

OFFICE OF MANAGEMENT AND BUDGETING

SCHEDULE OF EXPENDITURES OF FEDERAL AGENCIES  
FISCAL YEAR 1976

FEDERAL AGENCY OFFICE SYMBOL	FEDERAL CLASS NUMBER	FISCAL THROUGH ACCOUNTS	EXERCISE PERIOD	FEDERAL ACCOUNTS
Medical, Infant, Early Childhood Nursing Program	03.070	State of New Hampshire, Department of Health and Human Services, OPA OPAC, Infant & Health Center	03-05-03-0310-000	120,400
Preschool Sub and Health Facilities	03.030	State of New Hampshire, OPA, Division for Children, Youth and Families	03-05-03-0310-000 03-05-03-0310-000	20,000
Temporary Assistance for Needy Families Temporary Assistance for Needy Families	03.030 03.030	State of New Hampshire, OPA, Division for Children, Youth and Families Division for Children, Youth and Families, Inc.	03-05-03-0310-000 03-05-03-0310-000 13-0000-0000-0000-0000	10,000 70,000
Low-income Home Energy Assistance Low-income Home Energy Assistance	03.000 03.000	State of New Hampshire Governor's Office of Energy & Planning State of New Hampshire Governor's Office of Energy & Planning	03-05-03-0310-000 03-05-03-0310-000 03-05-03-0310-000 03-05-03-0310-000	1,070,000 2,070,000
Community Services State Grant Community Services State Grant	03.000 03.000	State of New Hampshire, OPA, OP A	03-05-03-0310-000 03-05-03-0310-000	100,000 200,000
Food Stamp Claims Food Stamp Food Stamp	03.000 03.000 03.000	Direct Funding Direct Funding	03-05-03-0310-000 03-05-03-0310-000	3,000,000 1,000,000
Maternal and Child Health Services State Grant to State Maternal and Child Health Services State Grant to State Maternal and Child Health Services State Grant to State	03.000 03.000 03.000	State of New Hampshire, OPA, Division for Children, Youth and Families State of New Hampshire, OPA, Division for Children, Youth and Families State of New Hampshire, OPA, Division for Children, Youth and Families	03-05-03-0310-000 03-05-03-0310-000 03-05-03-0310-000 03-05-03-0310-000 03-05-03-0310-000 03-05-03-0310-000	1,000,000 1,000,000 1,000,000
Total U.S. Department of Health & Human Services				11,000,000
1976				11,000,000
Non-Federal New Energy Assistance Program		Chesapeake Energy Service Company		1,000,000

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

- NOTE 1. BASIS OF PRESENTATION**  
The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.
- NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- NOTE 3. INDIRECT COST RATE**  
Community Action Partnership of Strafford County has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.
- NOTE 4. FOOD DONATION**  
Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.
- NOTE 5. SUBRECIPIENTS**  
Community Action Partnership of Strafford County had no subrecipients for the year ended December 31, 2020.



**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows, and the related notes to the financial statements, and have issued our report thereon dated November 4, 2021.

**Internal Control Over Financial Reporting**

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

*Leon McDonnell & Roberts  
Professionals Association*

November 4, 2021  
Wolfeboro, New Hampshire



**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**  
**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR**  
**EACH MAJOR PROGRAM AND ON INTERNAL CONTROL**  
**OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

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

**Report on Compliance for Each Major Federal Program**

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2020. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

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

**Auditors' Responsibility**

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Partnership of Strafford County's compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2020.

Report on Internal Control Over Compliance

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

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

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

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

*Leon, McDermott & Roberts*  
*Professional Association*

November 4, 2021  
Wolfeboro, New Hampshire

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

**A. SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Partnership of Strafford County were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(e) are reported in this Schedule.
7. The programs tested as major were: U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program, CFDA 93.568, Community Services Block Grant, CFDA 93.569 and U.S. Department of the Treasury, Coronavirus Relief Fund, CFDA 21.019.
8. The threshold used for distinguishing between Type A and B programs was \$750,000.
9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

**B. FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS  
AUDIT**

None



## 2022 Board of Directors

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603-435-2500

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603-785-9460

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

150 Wakefield Street, Suite 117  
Rochester, NH 03867  
603-785-9461

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

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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

Community Action Partnership of Strafford County

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa Garcia	Fuel & Electric Manager	\$2,000.00		
Karen Carroll	Lead Intake	45,760.00		
Heidi Clough	Lead Certifier	55,307.20		
Jamie Swan	Director of Strategic Initiatives	76,627.20		

## 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

- Fuel and Electric Assistance Manager** June 2022 – present  
Community Action Partnership of Stafford County  
Responsible for day the day-to-day operations and management of the Fuel and Electric Assistance Program, including planning, implementation, monitoring, and reporting. Responsible for creating and maintaining procedures to successfully process and certify applications through excellent customer service and application process times. Ensure that we are servicing our community in an effective manner scheduling outreach activities to increase the visibility of our programs by going into the community to enroll clients, offer increased appointment times in office and creating flyers for locations throughout communities in Stafford County. Oversee staff including schedules, reviews, and development. Empower team to create trainings, procedures, and documentation to get to best practices and encourage an environment of teamwork and accountability. Keep accurate records to ensure program monitoring guidelines are met. Creating relationships with CAPSC community, partners, and vendors to better serve our clients. Work with other departments to work towards a whole family approach. Participate in discussions pertaining to the Fuel and Electric Programs and other programs that will be implemented in the future. Attend all trainings offered to continue learning.
- Billing Specialist** Dec 2021 – May 2022  
Community Action Partnership of Stafford 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 Empower 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.

**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.

**Education**

1996 Associate of Applied Science in Business, (with honors)  
1987 - 1989 Business course work  
1987 High School Graduate

University of New Hampshire  
Bismarck Community College, ND  
Bismarck High School, ND

**Military and Volunteer Service**

Elected Selectmen, Dover, NH  
Election volunteer, Dover, NH  
United Way Day of Caring  
US Army Reserves  
Home St School, Dover, NH

2021 election since 2020  
since 2009  
1992 - 2000  
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

• **Heldl  
Clough**

**Summary of Qualifications:** A self-motivated individual with a strong work ethic, attention to detail, time management, communication, interpersonal, and organizational skills. Experience working in a fast-paced office environment and possesses the ability to work collaboratively with others as well as independently. Proficient in Microsoft Office, Office365 - Outlook, OneDrive, SharePoint, also familiar with Teams and Zoom.

**Professional Experience**

**June 2022 - Present Community Action Partnership of Strafford County - Lead Certifier**

- Supervise Certification Staff within the Fuel and Electric Assistance Department
- Certifies applications for accuracy and completeness
- Works with Lead Intake to plan and execute staff training
- Works with Fuel Assistance Manager and Lead Intake to plan and execute process and procedures

**November 2020 - June 2022 Community Action Partnership of Strafford County - Fuel and Electric Assistance Manager**

- Plan, and coordinates Community Action Partnership of Strafford County Fuel and Electric Assistance programs, including Fuel and Electric assistance, and other related programs.
- Manage, full time and seasonal Outreach staff, providing direction and guidance on the content of work and overseeing the quality and scope of programs. As well as the employee's individual performance.
- Oversee policies regarding participant involvement, program requirements and benefit determinations.
- Preparing and submitting weekly Reimbursement request for the Fuel Assistance
- Review monthly Fuel and Electric Assistance reports.

**July 2020 - Nov 2020 - Community Action Partnership of Strafford County - Fuel and Electric Assistance Interim Manager**

- Plan, direct and coordinates Community Action Partnership of Strafford County Fuel and Electric Assistance programs, including fuel and electric assistance, food pantries and other related programs.
- Manage, full time and seasonal Outreach staff, providing direction and guidance on the content of work and overseeing the quality and scope of programs.
- Oversee policies regarding participant involvement, program requirements and benefit determinations.
- Preparing and submitting weekly and monthly reports for the Fuel and Electric programs.

**November 2003 - July 2020 - Community Action Partnership of Strafford County - Outreach Specialist/USDA Coordinator Dover, NH**

- Strives to provide effective, efficient, and compassionate customer service.
- Provides education and referral for programs in and outside of CAP (Community Action Program).
- Finalizes accurate applications, ensuring they are complete with supporting documents
- Certifies eligibility for various programs.
- Partners closely with fuel companies, firewood vendors, and utilities companies.
- Ability to index and retrieve data on paper and/or electronically.
- Maintained security for private and confidential information.
- Gathers inventory from USDA food pantries, kitchens, and homeless shelter monthly.
- Executes a quarterly report for USDA review.

- Conducted a monthly review of USDA allocations to determine bimonthly food allocations agency.
- Coordinated agencies of pickup times and place for their bimonthly allotments.
- Work with the FAP database inputting bills and printing checks.
- Began as receptionist and was promoted through positions of increasing responsibility (Receptionist, Intake Specialist, Billing, Certifier /USDA coordinator, Outreach Specialist)

**Education:**

- Associate degree in Business Science/Computer Applications (McIntosh College - Dover, NH)
- Certificates: Motivational interviewing Basic, Safe Food Handling, updated MS Office applications, Workplace Violence: Prevention, Safety & Survival, Connecting through communication Basics

# Jamie Swan

Director of Strategic Initiatives

## OBJECTIVE

Highly motivated, detail-oriented, and educated professional possessing excellent communication, organizational and analytical capabilities. Passionate about all programs within the Community Action Partnership of Stafford County agency and have the skills to develop the systems and procedures to ensure all agency mandates and standards are met.

## EMPLOYMENT

Community Action Partnership  
of Stafford County  
577 Central Ave. Suite 10  
Dover, NH 03820

## EXPERIENCE

5/15/21-present  
Director of Strategic Initiatives - CAPSC

10/23/20-1/30/21  
Interim Director overseeing Childcare - CAPSC

2012-present  
Health and Nutrition Manager - CAPSC

2008-2012  
Integrated Teacher - Head Start - CAPSC

2006-2007  
Teacher - Head Start - CAPSC

Implemented the At Risk After School meals program with Stafford County. Developed and maintained budget, hiring, menus, ordering, monitoring, etc. During the first year an average of 2,500 meals were served within two schools.

Oversees CAPSC's Summer Food Service Program. Developed and maintained budget with collaborating with community resources to bring meals to children with Stafford County.

Oversee the Health and Nutrition mandates of approximately 300 children.

Write, revise, and review policies and procedures, program operating plan, parent handbook, etc.

Write and complete all grants and applications pertaining to health and nutrition.

Emergency meal service during Covid 19 pandemic. Coordinated with five local school districts to provide meal service within 3 days of school emergency closure. Served over 285,000 meals to children within Stafford County from March to August.



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Jason Thomas  
Maureen Staples  
Tori Bird  
Kathleen Sarles  
Mark Brave  
Leah Crouser  
Nicki Gearwar  
Andrew Swanberry  
Mark Toussaint  
Robert Harrington  
Brytze Collins  
Robert Hinkel