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STATE OF NEW HAMPSHIRE

OFFICE OF STRATEGIC INITIATIVES

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

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

June 1, 2020

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

REQUESTED ACTION

1) Authorize the Office of Strategic Initiatives (OSI) to enter into a **SOLE SOURCE** contract with Community Action Partnership of Strafford County, (VC #177200), Dover, NH, in the amount of \$155,343.00 for the federal Weatherization Assistance Program (WAP) effective July 1, 2020, upon approval of Governor and Executive Council, through June 30, 2021. 100% Federal Funds.

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

Office of Strategic Initiatives, Low Income Weatherization
01-02-02-024010-77060000-074-500587
Grant for Pub. Assist & Relief

\$155,343.00

2) Further request authorization to advance to the vendor \$24,778.00 of the above-referenced contract amount.

EXPLANATION

This contract is **SOLE SOURCE** because of U.S. Department of Energy's (USDOE) grant guidance (10 CFR 440.15) giving Community Action Agencies preferred status for the Weatherization Assistance Program due to their non-profit status, their role providing a range of services to clients eligible for the Weatherization Assistance Program (WAP), and their historical performance delivering the weatherization program.

OSI is responsible for administering New Hampshire's statewide Weatherization Assistance Program, funded by a grant from the USDOE. The objective of the program is to weatherize homes to reduce energy consumption and energy costs in eligible low income households. Priority is given to households that include people who are elderly, disabled, or children, and households with high energy usage. OSI contracts with New Hampshire's Community Action Agencies to provide weatherization services at the local level. OSI estimates that the USDOE's WAP grant award to New Hampshire will contribute to the weatherization of approximately two hundred and two (202) homes in the State.

The requested advance of funds will enable Community Action Partnership of Strafford County to operate the program between monthly reimbursements from the State, and may only be used for allowable program expenses as detailed in Exhibit C.

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

G&C 06/24/2020

His Excellency, Governor Christopher T. Sununu and the Honorable Council June 1, 2020 Page 2 of 2

In the event Federal Funds are no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,

Jared Chicoine

Director

Attachments

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

1. IDENTIFICATION.				
1.1 State Agency Name		1.2 State Agency Address		
Office of Strategic Initiatives		107 Pleasant Street, Joh	nson Hall	
		Concord, New Hampshi	ire 03301	
1.3 Contractor Name		1.4 Contractor Address		
Community Action Partnersh	ip of Strafford County	577 Central Avenue, Suite 10, Dover, NH 03820		
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date 1.8 Price Limitation		
Number .	01-02-02-024010-77060000-	June 30, 2021	\$155,343.00	
(603) 516-8130	500587	Jane 30, 2021	0.00,0.00	
(003) 310-0130	300301			
1.9 Contracting Officer for	State Agency	1.10 State Agency Tele	phone Number	
Kirk Stone, Weatherization P	• •	(603) 271-2155		
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory		
(((((((((((((((((((((((((((((((((((((((da 120	Betsey Andrews Parker, Chief Executive Officer		
1 7/1/1/6 Vc	Date: 5/20/20			
Mount		1.14 Name and Title at	Conta Annau Cianatani	
1.13 State Agency Stepature		1.14 Name and Thie o	f State Agency Signatory	
Date: 5/21/20		101.		
Muld Date S/2/RO		Jared Lhi	coine Virector	
1.15 Approval by the N.H. Department of Administration, Divisi				
	,		•	
		Director, On:		
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)				
Du /////		On: 5/27/2	2020	
By:		3/2//2	2020	
1.17 Approval by the Governor and Executive Council (if applicable)				
		•	•	
G&C Item number:		G&C Meeting Date:		

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

- 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
- 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- 6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
- 7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials Date 5/20/20

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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

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Date <u>5)10/20</u>

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

- 16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
- 19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

SPECIAL PROVISIONS

- 1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program State Plan, Weatherization Assistance Program Policies and Procedures, and Field Guide are all considered legally binding and enforceable documents under this contract. OSI reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agency personnel, disbarment of agency personnel, disbarment of agency personnel to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Assistance Program.
- 2. An audit shall be made at the end of the Contractor's fiscal year in accordance with 2 CFR 200, Subpart F Audit Requirements. 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.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to OSI within one month of the time of receipt by the Contractor accompanied by an action plan, if applicable, for each finding or questioned cost.

- 3. The following paragraph shall be added to paragraph 9 of the general provisions:
 - "9.4 All negotiated contracts (except those of \$5,000 or less) awarded by the Subgrantee shall allow OSI, DOE, the Comptroller General of the United States, or any duly authorized representatives, access to any books, documents, papers, and records of the Subgrantee or their subcontractors, which are directly pertinent to the Weatherization Assistance Program for the purpose of making audits, examinations, excerpts and transcription."
- 4. In paragraph 10 of the general provisions, the following sentence shall be deleted: "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."
- 5. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E Cost Principles.
- 6. Program and financial records pertaining to this contract shall be retained by the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.333 Retention Requirements for Records.
- 7. Kirk Stone, Weatherization Program Manager of OSI, has been designated with the responsibility for overseeing this contract.

Exhibits A, B&C
Initials
Date 5/120/20
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- 8. The following paragraphs shall be added to the general provisions:
 - "25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."
 - "26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.
 - "27. COPELAND ANTI-KICKBACK ACT. All contracts and subgrants in excess of \$2,000.00 for construction or repair shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontract or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The subgrantee should report all suspected violations to OSI."
 - "28. PROCUREMENT. Subgrantee shall comply with all provisions of 2 CFR 200 Subpart D Post Federal Award Requirements Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F Audit Requirements) and property management (2 CFR 200 Subpart D Post Federal Award Requirements Property Standards)"
 - "29. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7)."

EXHIBIT B

SCOPE OF SERVICES

1. Community Action Partnership of Strafford County, hereinafter "the Contractor" or "Subgrantee," agrees to perform weatherization services and all additional services and other work necessary to provide Weatherization Assistance Program (WAP) services to eligible low income individuals in accordance with the regulations set forth by the U. S. Department of Energy in 10 CFR 440 dated February 1, 2002, and in 2 CFR 200 as amended, and in accordance with the provisions and procedures contained in the most recent New Hampshire Weatherization Assistance Program (NHWAP) State Plan, Policies and Procedures Manual, Field Guide, and as otherwise administered by the Office of Strategic Initiatives (OSI).

Periodically OSI may issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into the NH Weatherization Policies and Procedures Manual and Field Guide. The Contractor agrees to alter the Program procedures in accordance with a SG, SN or other instructions.

The Subgrantee agrees to abide by changes in the NH Weatherization Assistance Program designed to improve program delivery and further agrees to perform Weatherization Program services in a manner that will successfully interact with utility administered energy efficiency programs for low-income households in order to provide the best services for New Hampshire's low-income households.

- 2. The contract period, to be known as Program Year 2020 (PY20), will commence on July 1, 2020, and will have a completion date of June 30, 2021, subject to the approval of Governor and Executive Council.
- 3. Plans for expenditure of funds for Training and Technical Assistance, Program Implementation, and Leveraging Activities must be defined in the Contractor's Management Plan (CMP) and approved by OSI. Requests to deviate from the plan must be made in writing in advance, and approved by OSI as prescribed in the NH Policies and Procedures Manual.
- In PY20, Contractor agrees to complete Weatherization Services on eighteen (18) dwelling units according to the standards outlined in the most recent NH Weatherization Policies and Procedures Manual and Field Guide.
 - (a) Weatherization Services are intended to increase the energy efficiency of the home, and to improve the home's comfort and safety. A certified energy auditor first performs a NHWAP energy audit on the home using scientific test equipment. Specific energy conservation measures and heating source repairs are then implemented in order of priority and cost effectiveness. This integrated activity is carried out in accordance with provisions and procedures outlined in the most recent NH Policies and Procedures Manual and Field Guide.
 - (b) The minimum number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract and shall be incorporated into the CMP. Deviations of more than 20% from expected dwelling unit goals in any given quarter may result in a reduction of the contract amounts and a reallocation of funds to other contractors.
- 5. In accordance with the US DOE's "Quality Work Plan" (QWP) and the provisions of Weatherization Program Notice (WPN) 15-4 (http://www.waptac.org/data/files/Website_docs/Government/Guidance/2014/WPN-15-4.pdf), beginning April 1, 2015, Contractor must have regular and reliable access to properly trained and certified Quality Control Inspector(s), available as either staff or contractors, able to fully function in that

Exhibits A, B, & C Initials

Date _

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- capacity. This contract provides funding for continued training and technical assistance sufficient to allow the Contractor to secure and maintain the skilled personnel necessary to meet the requirements of WPN 15-4.
- 6. All work performed under the Weatherization Assistance Program (WAP) in New Hampshire, using federal money from any WAP program year, must meet the minimum specifications defined in the US Department of Energy's "Quality Work Plan" (QWP) and the associated Standard Work Specifications (SWS). Details are presented in the Standard Work Specifications (SWS) for Home Energy Upgrades referred to in US DOE Weatherization Program Notice 15-4 (see link in paragraph 5, above), as well as in the New Hampshire Weatherization Assistance Program's Field Guide, as most recently amended, which governs WAP work in New Hampshire. Contractor must ensure, and be able to document for OSI, that all staff and contractors who will perform Weatherization work are properly trained and certified for that work and have been informed that their work must meet the requirements of the SWS or dwelling units will not be considered complete and reimbursement will not occur.

EXHIBIT C

PAYMENT TERMS

In consideration of the satisfactory performance of the Services, the State agrees to pay the Contractor, Community Action Partnership of Strafford County, Inc., in total, the sum of:

\$ 155,343.00	(which hereinafter is referred to as the "Contracted Amount"), of which
\$ 15,615.00	may be expended for Administration,
\$ 10,907.00	may be expended for Training & Technical Assistance,
\$ 4,936.00	may be expended for Health & Safety measures,
\$ 123,885.00	(the balance), to be spent on weatherization activities (Program Activity) and.
\$ 24,778.00	will be issued as a cash advance,

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to OSI. Disbursement of the contracted amount shall be made in accordance with the procedures established by the State and 2 CFR 200.305(b) on an advance basis; limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Contractor in carrying out the purpose of the program. The Contractor must make timely payments to (sub)contractors in accordance with the contract provisions. Contractor shall submit a payment request to OSI for each month of the contract period. Payment requests from Contractor shall be received at OSI no later than the 15th day of each month, or the first business day following the 15th day.

Administrative costs are provided to cover a specified number of unit completions at minimal standards.

Administrative funds may be pro-rated by OSI if production unit completions do not meet expected production goals.

OSI may, as a function of its administrative oversight, modify contracted budget amounts as necessary to ensure the efficient operation of the NHWAP as long as these modified expenditures do not exceed the Contracted Amount total as specified above.

All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

Exhibits A, B, & C
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Date 5 20 20
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Award #DE-EE0007935, CFDA #81.042

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 US DEPARTMENT OF ENERGY US DEPARTMENT OF HOMELAND SECURITY

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd

US DEPARTMENT OF HEALTH AND HUMAN SERVICES US DEPARTMENT OF ENERGY US DEPARTMENT OF HOMELAND SECURITY

(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)

577 Central Avenue, Suite 10
Dover, NH 03820

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

Community Action Partnership of Strafford County

Contractor Name

Date

July 1, 2020 – June 30, 2021

Period Covered by this Certification

Betsey Andrews Parker, CEO

Name and Title of Authorized Contractor Representative

Contractor Representative Signature

Date

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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 US DEPARTMENT OF ENERGY US DEPARTMENT OF HOMELAND SECURITY

Programs (indicate applicable program covered):

Community Services Block Grant

Low-Income Home Energy Assistance Program

HRRP Program

Weatherization Assistance Program

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July 1, 2020 - June 30, 2021

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

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

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

90 (mila	Betsey Andrews Parker, CEO
Contractor Representative Signature	Contractor's Representative Title
Community Action Partnership of Strafford County	5/20/20
Contractor Name	Ďate [*]

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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 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Instructions for Certification

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

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

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

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

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

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

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

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

Pally Pa	Betsey Andrews Parker, CEO
Contractor Representative Signature	Contractor's Representative Title
Community Action Partnership of Strafford County.	5/20/20
Contractor Name	Date

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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.

Ea an Pa	Betsey Andrews Parker, CEO
Contractor Representative Signature	Contractor's Representative Title
Community Action Partnership of Strafford County	5/20/20
Contractor Name	Date

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STANDARD EXHIBIT H

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

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantec.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Betsey Andrews Parker, CEO Contractor's Representative Title Contractor Representative Signature

Community Action Partnership of Strafford County

Contractor Name

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STANDARD EXHIBIT I

U.S. DEPARTMENT OF ENERGY ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Community Action Partnership of Strafford County. (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

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Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Betsey Andrews Parker, CEO

Signature

Date 5/4)

Community Action Partnership of Strafford County. 577 Central Avenue, Suite 10, Dover, NH 03820

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STANDARD EXHIBIT J

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

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

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the New Hampshire Office of Strategic Initiatives must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

The below named Contractor agrees to provide needed information as outlined above to the New

Hampshire Office of Strategic Initiatives and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act. Betsey Andrews Parker, CEO (Contractor Representative Signature) (Authorized Contractor Representative Name & Title) Community Action Partnership of Strafford County (Date) (Contractor Name) Contractor initia

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STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 below listed questions are true and accura	of the General Provisions, I certify that the responses to the te.		
1. The DUNS number for your entity is:	099356586		
receive (1) 80 percent or more of your ann grants, sub-grants, and/or cooperative agre	ding completed fiscal year, did your business or organization ual gross revenue in U.S. federal contracts, subcontracts, loans, ements; and (2) \$25,000,000 or more in annual gross revenues oans, grants, subgrants, and/or cooperative agreements?		
NO	YES		
If the answ	er to #2 above is NO, stop here		
If the answer to #2 al	pove 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 answe	er to #3 above is YES, stop here		
If the answer to #3 a	bove is NO, please answer the following:		
4. The names and compensation of the five organization are as follows:	most highly compensated officers in your business or		
Name:	Amount:		
Name:	Amount:		
Name:	. Amount:		
Name:	Amount:		
Name:	Amount:		

Contractor initials:

Date: 5/20/7

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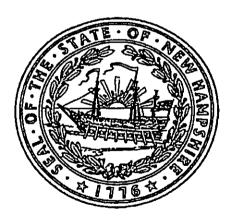
State of New Hampshire Department of State

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: 0004881688



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

I, Jean Miccolo	, Clerk/Secretary	of Community Action	Partner:	ship of Strafford County
(name)				(Corporation name)
(hereinafter the "Corp	oration"), a	State of New Ham	<u>pshire</u>	corporation, hereby certify that:
am familiar w	elected and acting C rith the minute books contents of such books 18,2019	s of the Corporation; (oks; (4) that the Board	3) I am o	tion; (2) I maintain and have custody and duly authorized to issue certificates with extors of the Corporation have authorized,
The person(s) holding Corporation any contr				tute and deliver on behalf of the services:
Betsey Andrews Park	er			CEO
(name)	×			(position)
		·		a. ·
Hope Morrow Flynn			Board ((position)
(name)				(position)
(5) the meeting of the law and the by-laws o and continues in full f	f the Corporation; an	nd (6) said authorization		New Hampshire (state of incorporation) ot been modified, amended or rescinded
IN WITNESS WHER <u>えのみ</u> day of <u>May</u> , ?		o set my hand as the (Clerk/Se	cretary of the corporation this
			· — *	Jean Miccolo/Secretary
STATE OF New 1				Journal Providence
COUNTY OF <u>Straff</u>	<u>ord</u>			
On this <u>All</u> day of Officer, personally ap	fMay_ pearedJean Micc	, 20 <u>20</u> , before me	, <u>Kathle</u> edged he	en Morrison the undersigned r/himself to be the Secretary
of Community Action	Partnership of Straf	ford County, a corpor	ation and	d that she/he as such Secretary being
authorized to do so, ex	ecuted the foregoing	g instrument for the p	urposes (therein contained.
IN WITNESS WHER		my hand and official:		pthlun & Mamson
		COSOL PE	Notary	y Public/Kathleen Morrison
	z	COLUMN SE	Comm	ission Expiration Date: August 5th 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDMYYYY) 05/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, aubject 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). CONTACT NAME: Teri Davis PHONE (A/C, No. Ext): E-MAIL ADDRESS: (866) 841-4600 (A/C, No): (603) 622-4618 CGI Business Insurance TDavis@CGIBusinessInsurance.com 171 Londonderry Tumpike INSURER(S) AFFORDING COVERAGE NAIC # 22292 NH 03106 Hanover Insurance Company Hooksett INSURER A : Eastern Alliance (fmr Great Falls) INSURED INSURER B: Victor O Schinnerer & Co Inc. Community Action Partnership of Strafford County, DBA: Strafford CAP INSURER C : PQ Box 160 INSURER D MSURER E NH 03821-1060 Dover INSURER F: 19-20 Master **REVISION NUMBER: COVERAGES CERTIFICATE 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. INSD WYD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER 1.000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre 100,000 CLAIMS-MADE X OCCUR Physical/Sexual Abuse Incl 5,000 MED EXP (Any one person) 1.000.000 Leased & Rented Equip \$35,000 ZHVA192135 12/31/2019 12/31/2020 PERSONAL & ADV INJURY 3,000,000 **GENTLAGGREGATE LIMIT APPLIES PER:** GENERAL AGGREGATE Included PRO-JECT PRODUCTS - COMP/OP AGG lucc POLICY x 1.000,000 Professional Liability OTHER COMBINED SINGLE LIMIT 1,000,000 AUTOMORILE LIABILITY (Ea accident) BODILY (NULRY (Per person) ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY 12/31/2019 12/31/2020 AWWA156930 **BODILY INJURY (Per accident)** PROPERTY DAMAGE HIRED AUTOS ONLY (Per accident) 1,000,000 Uninsured motorist 4.000,000 IMBRELLA LIAB EACH OCCURRENCE OCCUR 4,000,000 12/31/2019 12/31/2020 **EXCESS LIAB** UHVA192136 AGGREGATE CLAIMS-MADE DED RETENTION & Zero WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X STATUTE 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 12/31/2019 12/31/2020 03-0000133794-02 R N N/A 1,000,000 Mandatory in NH) E.L. DISEASE - EA EMPLOYEE yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT **Directors & Officers** 08/24/2019 06/24/2020 Per Occurence 3 000,000 PHSD1445251 8,000,000 Aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers Comp 3A State: NH CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. State of New Hampshire Office of OSI 107 Pleasent St, Johnson Hall AUTHORIZED REPRESENTATIVE Concord NH 03301-8501

FOR THE YEARS ENDED
DECEMBER 31, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORTS

Leone,
McDonnell
& Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACTOUNTANTS

DECEMBER 31, 2018 AND 2017

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To the Board of Directors of Community Action Partnership of Strafford County Dover, New Hampshire PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying 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, 2018 and 2017, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these 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 financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2018 and 2017, and the changes in its net assets and its 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 financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

Leon McDonnell & Roberts Professione Associati

In accordance with *Government Auditing Standards*, we have also issued our report dated September 11, 2019, 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.

September 11, 2019

Wolfeboro, New Hampshire

STATEMENTS OF FINANCIAL POSITION DECEMBER 31, 2018 AND 2017

ASSETS

<u> Modero</u>		
AUDERUT 400570	<u>2018</u>	<u>2017</u>
CURRENT ASSETS	\$ 749,630	\$ 361.179
Cash and cash equivalents	1,106,724	\$ 361,179 1,094,461
Accounts receivable Contributions receivable	63,800	115,800
Tax credits receivable	250,000	172,000
Inventory	13,420	11,532
Prepaid expenses	58,266	9,609
Total current assets	2,241,840	1,764,581
NONCURRENT ASSETS		
Security deposits	5,350	5,350
Property, net of accumulated depreciation	3,827,963	1,195,445
Other noncurrent assets	27,500	12,500
Total noncurrent assets	3,860,813	1,213,295
TOTAL ASSETS	\$ 6,102,653	\$ 2,977,876
LIABILITIES AND NET ASSETS	<u> </u>	
CURRENT LIABILITIES	•	
Demand note payable	\$ 165,432	\$ 105,377
Accounts payable	408,959	217,582
Accrued payroll and related taxes	161,566	137,448
Accrued compensated absences	94,084	100,965
Refundable advances	415,335	391,376
Other current liabilities	79,421	20,789
Total current liabilities	1,324,797	973,537
NONCURRENT LIABILITIES		
Long term debt	2,814,690	
Total liabilities	4,139,487	973,537
NET ASSETS		
Without donor restrictions	1,307,042	1,568,159
With donor restrictions	656,124	436,180
Total net assets	1,963,166	2,004,339
TOTAL LIABILITIES AND NET ASSETS	\$ 6,102,653	\$ 2,977,876

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2018

CHANGE IN NET ASSETS	Without Donor Restrictions	With Donor Restrictions	<u>Total</u>
REVENUES AND OTHER SUPPORT			
Grant revenue	\$ 7,846,142	\$ -	\$ 7,846,142
Fees for service	1,773,136	•	1,773,136
Rent revenue	25,109	•	25,109
Public support	189,972	228,410	418,382
In-kind donations	645,330	-	645,330
Interest	2,582	-	2,582
Fundraising	34,146		34,146
Total revenues and support	10,516,417	228,410	10,744,827
NET ASSETS RELEASED FROM		42	
RESTRICTIONS	8,466	(8,466)	
Total revenues, support, and net assets released from restrictions	10,524,883	219,944	10,744,827
EXPENSES	-	·	
Program services			
Child services	3,890,640	-	3,890,640
Community services	861,420	-	861,420
Energy assistance	2,746,649	• -	2,746,649
Housing	514,700	-	514,700
Weatherization	1,610,027	-	1,610,027
Workforce development	135,528		135,528
Total program services	9,758,964		9,758,964
Supporting activities			
Management and general	956,693	-	956,693
Fundraising	70,343	· · · · ·	70,343
Total expenses	10,786,000	<u>-</u>	10,786,000
CHANGE IN NET ASSETS	(261,117)	219,944	(41,173)
NET ASSETS, BEGINNING OF YEAR	1,568,159	436,180	2,004,339
NET ASSETS, END OF YEAR	\$ 1,307,042	\$ 656,124	\$ 1,963,166

See Notes to Financial Statements

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2017

CHANGES IN UNRESTRICTED NET ASSETS REVENUES AND OTHER SUPPORT	Without Donor Restrictions	With Donor Restrictions	<u>Total</u>
	\$ 7,454,864	\$ -	\$ 7,454,864
Grant revenue	333,487	Φ	\$ 7,454,864 333,487
Fees for service	19,472	-	19,472
Rent revenue	147,071	342,260	489,331
Public support In-kind donations	735,069	342,200	735,069
	127	_	127
Interest	87,215		87,215
Fundraising Other revenue	(2,106)	-	(2,106)
Otter levelide	(2,100)		(2,100)
Total revenues and support	8,775,199	342,260	9,117,459
NET ASSETS RELEASED FROM			
RESTRICTIONS	9,360	(9,360)	
Total revenues, support, and net assets released from restrictions	8,784,559	332,900	9,117,459
assets foleased from restrictions			
EXPENSES			
Program services			
Child services	3,973,078	•	3,973,078
Community Services	780,471	-	780,471
Energy assistance	2,154,833	-	2,154,833
Housing	409,543	-	409,543
Weatherization	391,107	-	391,107
Workforce development	150,178		150,178
Total program serices	7,859,210	-	7,859,210
Supporting activities			
Management and general	790,496	-	790,496
Fundraising	78,112	-	78,112
Total expenses	8,727,818	_	8,727,818
CHANGE IN NET ASSETS	56,741	332,900	389,641
NET ASSETS, BEGINNING OF YEAR	1,511,418	103,280	1,614,698
NET ASSETS, END OF YEAR	\$ 1,568,159	\$ 436,180	\$ 2,004,339

See Notes to Financial Statements

STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>		2017	
CASH FLOWS FROM OPERATING ACTIVITIES	_	(44.470)		000 444
Change in net assets	\$	(41,173)	\$	389,641
Adjustment to reconcile change in net assets to				
net cash provided by operating activities:		446.000		04.000
Depreciation		116,390		84,399
(Increase) decrease in assets:		(40,000)		07.404
Accounts receivable		(12,263)		97,494
Contributions receivable		52,000		(115,800)
Tax credits receivable		(78,000)		(164,000)
Inventory		(1,888)		(2,808)
Prepaid expenses		(48,657)		10,068
Security deposits		(15,000)		18,790
Other noncurrent assets		(15,000)		
Increase (decrease) in liabilities:		404 277		/4.4E.400\
Accounts payable		191,377		(145,482)
Accrued payroll and related taxes		24,118		(4,305)
Accrued compensated absences		(6,881)		21,475
Refundable advances		23,959		(46,909)
Other current liabilities	<u></u>	58,632	+	20,789
NET CASH PROVIDED BY OPERATING ACTIVITIES		262,614		163,352
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchases of property and equipment		(80,315)		(352,793)
NET CASH USED IN INVESTING ACTIVITIES	_	(80,315)	_	(352,793)
CASH FLOWS FROM FINANCING ACTIVITIES				
Return of deposit on building		200,000		-
Cash paid for debt issuance costs		(53,903)		_
Net borrowings on demand note payable		60,055		32,704
NET CASH PROVIDED BY FINANCING ACTIVITIES		206,152		32,704
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		388,451		(156,737)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR		361,179		517,916
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$</u>	749,630	\$	361,179
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Cash paid during the year for interest	<u>\$</u>	40,830	\$	6,251
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING				
AND FINANCING ACTIVITIES				
Property and equipment financed by long term debt	\$	2,867,874	<u>\$</u>	

COMMUNITY ACTION PART

STATEMENT OF FOR THE YEAR EI

	Child <u>Services</u>	Community <u>Services</u>	Energy <u>Assistance</u>	Housing	<u>We:</u>
Payroll	\$ 2,004,209	\$ 298,687	\$ 288,856	\$ 67,055	\$
Payroll taxes	177,664	25,257	20,516	5,684	
Fringe benefits	154,396	25,018	43,627	5,682	
Weatherization material, fuel					
and client assistance	31,768	35,835	2,314,048	169,204	
In-kind expenses	418,854	214,948	3,518	1,000	
Consultants and contract labor	187,300	14,815	4,039	175,035	
Consumable supplies	155,500	94,773	5,638	12,483	
Rent	330,162	34,579	32,732	29,877	
Repairs and maintenance	1,218	7,524	7,178	893	
Utilities	99,440	6,278	9,956	10,998	
Insurance	96,110	5,275	1,840	5,049	
Meetings, events and training	65,699	10,624	4,476	100	
Depreciation	59,157	28,327	391	3,955	
Travel	87,435	11,624	2,945	996	
Copying and postage	4,615	2,009	5,026	75	
Retirement	12,733	1,321	1,230	418	
Equipment and computer	2,813	38,015	442	26,193	
Interest expense	-,	963	•	-	
Indirect costs			-		
Other program support	1,567	5,548	191	3	
Total expenses	\$ 3,890,640	\$ 861,420	\$ 2,746,649	\$ 514,700	<u>\$</u>

COMMUNITY ACTION PARTNE

STATEMENT OF FU FOR THE YEAR END

	Child Services	ommunity Services	<u>A</u>	Energy ssistance	<u>H</u>	lousing	<u>Weaths</u>
Payroll	\$ 1,884,887	\$ 304,780	\$	286,047	\$	57,922	\$
Payroll taxes	155,402	22,972		21,982		4,723	
Fringe benefits	174,365	35,623		40,839		5,302	
Weatherization material, fuel							
client assistance	85,880	22,329		1,724,551		169,525	:
In-kind expenses	496,927	195,086		-		26,061	
Consultants and contract labor	262,576	9,498		6,664		106,135	
Consumable supplies	209,950	90,209		2,402		1,859	
Rent	290,038	22,415		29,557		8,301	
Repairs and maintenance	10,630	11,520		10,318		6,107	
Utilities	98,527	5,329		10,082		13,009	
Insurance	89,440	5,657		1,792		5,276	
Meetings, events and training	70,875	10,486		2,353		235	
Depreciation	52,337	25,910		98		3,733	
Travel	60,430	8,541		3,471		877	
Copying and postage	8,400	7,553		9,317		26	
Retirement	12,886	2,149		1,159		428	
Equipment and computer	7,094	(6,091)		4,028		24	
Interest expense	-	3,314		•		-	
Indirect costs	-	-		_		•	
Other program support	 2,434	 3,191		173		<u>-</u>	
Total expenses	\$ 3,973,078	\$ 780,471	\$	2,154,833	\$	409,543	\$

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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.

In addition to its 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 nonprofit 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.

Basis of Accounting

The 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 financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958-210, the Agency is required 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, 2018 and 2017, 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.

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

Accounting Standard Codification No. 825, "Financial Instruments," requires the Agency to disclose estimated fair value for its financial instruments. The carrying amounts of cash, accounts receivable, inventory, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximate fair value because of the short maturity of those instruments.

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 \$116,390 and \$84,398 for the years ended December 31, 2018 and 2017, respectively.

Accrued Earned Time

The Agency has accrued a liability of \$94,084 and \$100,965 at December 31, 2018 and 2017, 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 years 2015 through 2018 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.

New Accounting Pronouncement

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

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.

Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2018 and 2017 amounted to \$22,000 and \$22,984, respectively.

Debt Issuance Costs

As required under FASB Accounting Standards Update No. 2015-03, amortization expense of \$719 has been included with interest expense in the statement of activities for 2018. There were no debt issuance costs for 2017. 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 \$255,313 and \$232,667 for the years ended December 31, 2018 and 2017, 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 \$150,442 and \$86,313 for the years ended December 31, 2018 and 2017, 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 \$181,461 and \$58,114, respectively, for the year ended December 31, 2018. For the year ended December 31, 2017, the estimated fair value of these food commodities and goods was determined to be \$121,757 and \$294,332, 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.

The expenses that are allocated include the following:

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

NOTE 2. PROPERTY

As of December 31, 2018 and 2017, property consisted of the following:

	<u>2018</u>	<u>2017</u>
Land, buildings and improvements Furniture, equipment and machinery Vehicles	\$ 3,993,017 562,450 249,779	539,213
Total Less accumulated depreciation	4,805,246 977,283	
Net property	<u>\$ 3,827.963</u>	<u>\$ 1.195.445</u>

NOTE 3. AVAILABILITY AND LIQUIDITY

The following represents the Agency's financial assets as of December 31, 2018 and 2017:

<u>2018</u>	<u>2017</u>
	•
\$ 749,630	\$ 361,179
1,106,724	1,094,461
63,800	115,800
250,000	172,000
2,170,154	1,743,440
207 245	207 245
307,315	307,315
\$ 1.862.839	\$ _1,436,125
	\$ 749,630 1,106,724 63,800 250,000

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, 2018 and 2017. 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. Total unconditional promises to give were as follows at December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Within one year In two to five years	\$ 28,300 35,500	\$ 52,400 26,400
Thereafter	 	 37,000
	\$ 63,800	\$ 115.800

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. Through this Tax Credit Program, the Agency recognized contribution revenue of \$78,000 and \$164,000 for the years ended December 31, 2018 and 2017, respectively. The total cumulative contribution revenue raised to date is \$250,000 as of December 31, 2018. At December 31, 2018 and 2017, the Agency had tax credits receivable of \$250,000 and \$172,000, respectively.

NOTE 7. PLEDGED ASSETS

As described in Note 8, 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, but in the absence of demand, is due in September 2019. Interest is stated at the prime rate plus 1% which resulted in an interest rate of 6.50% and 5.50% at December 31, 2018 and 2017, respectively. The note is collateralized by all the assets of the Agency.

NOTE 9. LONG TERM DEBT

The long term debt at December 31, 2018 consisted of the following:

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. The mortgage note payable is collateralized by the building and leases and rents of 577 Central Ave.

\$ 2,347,874

5.00% mortgage payable to the New Hampshire Community Loan Fund of interest only payments at 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.

520,000

Total long term debt before unamortized debt issuance costs
Unamortized deferred financing costs

2,867,874 53,184

Total long term debt

\$ 2.814.690

The schedule of maturities of long term debt at December 31, 2018 is as follows:

Year Ended December 31	Amount
2019	\$ -
2020	-
2021	18,343
2022	75,657
2023	79,448
Thereafter	2,641,242
Total	\$ 2.814.690

NOTE 10. NET ASSETS

At December 31, 2018 and 2017, net assets with donor restrictions consisted of the following:

-		<u>2018</u>		<u>2017</u>
Summer Meals	\$	51,621	\$	3,094
Building Campaign - Pledges		238,385		121,908
Building Campaign - Tax Credits		250,000		172,000
Security deposits		32,145		18,425
New Hampshire Charitable Foundation		-		58,024
Revolving loan fund		52,736		-
Fuel assistance		23,566		-
Weatherization		7,671		-
Other programs				62,729
Total	<u>\$</u>	656 <u>.124</u>	<u>\$</u>	436,180

At December 31, 2018 and 2017, net assets without donor restrictions consisted of the following:

1		<u>2018</u>		<u>2017</u>
Undesignated Board designated	\$	999,727 307,315	\$ _	1,260,844 307,315
Total net assets without donor restrictions	<u>\$</u>	1.307.042	\$	1.568.159

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, 2018 and 2017, the annual lease/rent expense for the leased facilities was \$119,142 and \$155,065, 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:

Year Ended December 31	<u>.</u>	<u>Amount</u>		
2019	\$	111,847		
2020		108,067		
2021		19,633		
2022		15,698		
Total	\$ `	255,245		

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, 2018 and 2017 totaled \$21,727 and \$25,570, respectively.

NOTE 13. CONCENTRATION OF RISK

A large percentage of the Agency's total revenue was received from two contractors, the Federal Government and the State of New Hampshire. It is always considered to be at least reasonably possible that either contractor could be lost in the near term; however, Management feels this risk is of no particular concern at this time.

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, 2018 and 2017.

NOTE 16. SUBSEQUENT EVENTS

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 September 11, 2019, the date the December 31, 2018 financial statements were available for issuance.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2018

	FEDERAL	
FEDERAL GRANTORI PASS-THROUGH GRANTORIPROGRAM TITLE	CFDA NUMBER	PASS-TI GRANTO
U.S. Department of Agriculture		
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Educa
Child Nutrition Cluster		
Summer Food Service Program for Children	10.559	State of New Hampshire Department of Educa State of New Hampshire Department of Educa
National School Lunch Program	10.555	State of (46w Hampshire Department of Educa
Food Distribution Cluster Emergency Food Assistance Program (Food Commodities)	10.569	Belknap-Merrimack Community Action Partner
Total U.S. Department of Agriculture	10,553	DEMONSTRUCTURE OF THE OFFICE O
U.S. Department of Housing and Urban Development		
Supportive Housing for the Elderly CDBG Entitlement Grants Cluster	14.157	Dover Housing Authority
Community Development Block Grants / Entitlement Grants	14,218	City of Dover, New Hampshire
Community Development Block Grants / Entitlement Grants	14.218	City of Rochester, New Hampshire
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health
Continuum of Care	14.267	State of New Hampshire Department of Health
Supportive Housing Program	14.235	Community Partners / Behavioral Health / Sen
Total U.S. Department of Housing and Urban Development		
U.S. Department of Labor WIA Chuster		
WIA Adult Program	17.258	Southern New Hampshire Services, Inc.
WIA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.
Total U.S. Department of Labor/WIA Cluster		
U.S. Department of Energy	84.040	State of New Hampshire Governor's Office of
Weatherization Assistance for Low-Income Persons	81.042	State of New Astripsing Governor's Office of
Total U.S. Department of Energy		
U.S. Department of Health & Human Services Aging Cluster		
Special Programs for the Aging - Title III, Part B - Grants for	****	On the of the old beautiful Division of Fidence
Senior Energy	93,044	State of New Hampshire Division of Elderly an State of New Hampshire Department of Health
Senior Transportation	93.044	Nutrition & Trans. Services
Maternal, Infant, and Early Childhood Home Visiting Cluster		
Affordable Care Act (ACA) Maternal, Infant, and Early		State of New Hampshire Department of Health
Childhood Home Visiting Program	93.505	BPHCS, Maternal & Health Section
Promoting Safe and Stable Families	93.556	State of New Hampshire, DHHS, Division for (
TANF Cluster Temporary Assistance for Needy Families	93.558	State of New Hampshire, DHHS, Division for (
Temporary Assistance for Needy Families	93.558	Southern New Hampshire Services, Inc.
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of
Community Services Block Grant	93,569	State of New Hampshire, DHHS, DFA
Head Start	93.600	Direct Funding
Stephanie Tubbs Jones Child Welfare Program	93.645	State of New Hampshire, DHHS, Division for (
Social Services Block Grant	93.667	State of New Hampshire, DHHS, Division for (
Maternal and Child Health Services Block Grant to the States	93.994	State of New Hampshire, DHHS, Division for (
Total U.S. Department of Health & Human Services		
Department of Homeland Security		
Emergency Food and Shelter National Board Program	97.024	United Way National Board
Total Department of Homeland Security		
TOTAL		

NON-FEDERAL Electrical Assistance Program

BMCAP

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2018

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, 2018. 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, 2018.

SCHEDULE OF REVENUES AND EXPENDITURES FOR THE ELECTRICAL ASSISTANCE PROGRAM FOR THE YEAR ENDED DECEMBER 31, 2018

Revenues	<u>\$ 170.862</u>
Expenditures	
Payroll	\$ 96,235
Payroll taxes	6,526
Fringe benefits	15,532
Weatherization material, fuel and client assistance	301
Consumable supplies	876
Indirect costs	24,021
Insurance	335
Equipment and computer	3,674
Occupancy	15,828
Consultants and contract labor	3,414
Repairs and maintenance	7
Travel	1,179
Meetings, events and training	2,725
Copying & postage	1,152
Retirement	485
PR service	958
	\$ 173.248

Note:

For the year ended December 31, 2018, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the requirements outlined in the contract for the year ended December 31, 2018.



CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY DOVER • CONCORD

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY STRAFFAM

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, 2018 and 2017, 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 September 11, 2019.

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. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2018-001 and 2018-002that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Partnership of Strafford 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*.

Community Action Partnership of Strafford County's Response to Findings

Leone, McDonnell + Roberts Projenional Association

Community Action Partnership of Strafford County's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Community Action Partnership of Strafford County's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

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.

September 11, 2019

Wolfeboro, New Hampshire



CERTIFIED PUBLIC ACCOUNTANTS
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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY STRATILAN

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, 2018. 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, 2018.

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.

Accordingly, this report is not suitable for any other purpose.

September 11, 2019 Wolfeboro, New Hampshire

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED DECEMBER 31, 2018

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. Two significant deficiencies disclosed during 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.
- 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(a) 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, and Head Start, CFDA 93.600.
- 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

2018-001 General Ledger Close and Adjusting Journal Entries

Condition: A significant quantity of adjusting journal entries were provided by the Organization during the audit. Significant adjusting entries related to the following areas: cash, accrued payroll, pledges receivable and property. The adjusting entries were provided by management, and in certain cases, identified by the auditor.

Criteria: Internal controls should be in place to ensure that the activity of the Organization is being recorded in a timely and accurate manner.

Cause: Controls are not in place to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Effect: Financial information utilized by management in making decisions may not be timely or accurate.

Recommendation: Procedures should be implemented to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Views of Responsible Officials and Planned Corrective Action: It is our sad duty to report that Doug Surina, Finance Director, passed away in April 2019. He had been ill for two years and was in the process of transitioning his responsibilities to the new Finance Director when he passed. He was an important part of our team and projects. As a result of the timing of his illness and passing, some of the journal entries and general ledger close processes were not conducted in a timely manner in 2018.

CAPSC has transitioned to a new Finance Director, has a full complement of staff in the Finance Department and has taken steps to strengthen month end and year end processes including, but not limited to, additional documentation of completion, backups recorded to 365 (our secure server), and review of entries to ensure timely and accurate journal entries.

2018-002 Monthly Reconciliations

Condition: Various statement of financial position accounts were not being reconciled to their subsidiary ledgers on a monthly basis.

Criteria: Internal controls should be in place to ensure that all statement of financial position accounts are reconciled on a monthly basis.

Cause: Internal controls are currently not in place to ensure monthly reconciliations are being completed on a consistent basis.

Effect: Financial information utilized by management in making decisions may not be timely or accurate.

Recommendation: Procedures should be implemented to ensure all monthly reconciliations are being performed.

Views of Responsible Officials and Planned Corrective Action: It is our sad duty to report that Doug Surina, Finance Director, passed away in April 2019. He had been ill for two years and was in the process of transitioning his responsibilities to the new Finance Director when he passed. He was an important part of our team and projects. As a result of the timing of his illness and passing, monthly reconciliations were not conducted in a timely manner in 2018.

CAPSC hired an outside bookkeeper on the recommendation of our auditor who, in conjunction with the Finance Department, brought the agency into compliance with reconciliations for 2019. Monthly reconciliations are on track and completed by the Finance Department as part of the monthly close out procedures. The auditor completed a visit with CAPSC to review reconciliation progress as well as the system put in place to continue timely reconciliations. The Finance Committee of the Board of Directors also receives updates at the finance meetings on the progress and any outstanding issues.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED DECEMBER 31, 2018

A. FINDINGS - FINANCIAL STATEMENTS AUDIT

2017-001 General Ledger Close and Adjusting Journal Entries

Condition: A significant quantity of adjusting journal entries were provided by the Organization during the audit. Significant adjusting entries related to the following areas: cash, accrued payroll, pledges receivable, and pledge contributions. The adjusting entries were provided by management and in certain cases identified by the auditor.

Criteria: Internal controls should be in place to ensure that the activity of the Organization is being recorded in a timely and accurate manner.

Cause: Controls are not in place to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Effect: Financial information utilized by management in making decisions may not be timely or accurate.

Recommendation: Procedures should be implemented to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Current status: This finding was a repeat finding in 2018. See finding 2018-001 on pages 25-26.



2020 Board of Directors

Hope Morrow Flynn, Chair
Alan Brown, Vice Chair
Kristen Collins, Treasurer
Jean Miccolo, Secretary
Alison Dorow
Marci Theriault
Petros Lazos
Terry Jarvis
Thomas Levasseur
Jason Thomas
Becky Sherburne
Cindy Brown
Don Chick
Alli Morris
Maureen Staples

Community Action Partnership of Strafford County State of New Hampshire - Weatherization Assistance Program FY 2021 Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Robert Arnold	Weatherization Manager	\$52500.00	55%	\$28875.00
Marybeth Schofield	Weatherization Auditor	\$34944.00	40%	\$13977.60
Amanda Nuernberg	Weatherization Assistant	\$31200.00	50%	\$15600.00

Robert Arnold



SUMMARY

I'm interested in working within a team environment in the home performance industry.

EXPERIENCE

Weatherization Manager

03/2017 to present

Community Action Partnership of Strafford County, Dover NH

- Oversaw the management of the Weatherization Assistance Program
 - · Developed and monitored program budgets
 - Performed energy audits, used energy modeling tools and developed work scopes based on DOE guidelines

Owner

05/2010 to 03/3017

Bob Arnold Contracting, Rochester NH

- Managed project operating budgets
- · Accurately estimated time and material costs for projects
- Worked closely with clients to ensure successful project outcomes
- · Completed bath and kitchen remodels, additions, decks and outdoor structures

On Call Facility Maintenance

04/2014 to 03/2017

Garrison Women's Health, Dover NH

- Maintained a 15000 square foot facility and grounds
- Repaired minor plumbing and electrical
- Monitored HVAC systems
 Performed troubleshooting and repair of outlets, photocell controllers, switches, lighting assemblies and medical mechanical equipment

On Call Maintenance

03/2012 to 06/2015

Home Is1 Rentals, Rochester, NH

- · Maintained 28 rental units in Rochester, NH
- Remodeled vacant units as needed including complete demolitions, painting, plastering, plumbing and electrical upgrades, framing and finish carpentry
- Repaired doors, windows, railings and stairs as needed

Senior Loan Officer

09/2006 to 05/2010

East West Mortgage Company, Marlboro, MA

- Originated, reviewed, processed and administered residential mortgage loans
- Utilized several automated underwriting platforms
- Solicited and developed new business accounts through calling, networking, advertising and county records searches
- Averaged 14 loan closings per month

Branch Manager

03/1997 to 04/2003

Citifinacial, Midwest City, OK

- Managed a \$20m branch specializing in unsecured and secured personal loans
- Managed a separate \$9m real estate portfolio
- Responsible for hiring, training and leading a team of five employees, meeting monthly and quarterly sales goals established by a home office
- Increased mortgage loan portfolio by \$5m in 12 months

EDUCATION AND CERTIFICATIONS

Painter and Carpentry Apprentice: Excelsior Springs JC	1984
No Degree: Associate of Arts: Penn Valley College	1992
Oklahoma Property and Casualty License	1997
Oklahoma Real Estate Sales License	2002
OSHA 10 Certification	2017
OSHA Outreach Certification	2017
360 Mold Inspector Certification	2017
BPI Building Analyst Certification	2017
BPI Modeling and Work Scope Certification	2017

Marybeth Schofield

Experience

Community Action Partnership of Strafford County Weatherization Energy Auditor

2019-Present

- Certified BPI Building Analyst
- Perform energy audits on homes in need of energy improvements with Strafford County
- Provide work order lists of improvements to sub-contractors and oversee quality of improvements

Community Action Partnership of Strafford County Maintenance Coordinator

2016-2019

- Negotiate contracts and obtain multiple bids for capital improvements.
- Perform routine maintenance on facilities including plumbing minor electrical, mechanical and carpentry.
- Assist janitorial staff with heavy lifting and scheduling

Garrison Women's Health Maintenance Coordinator

2017-Present

- Perform routine maintenance on facility related issues including plumbing, minor electrical, mechanical and carpentry.
- Assist with routine maintenance related contracts, HVAC, plowing, landscaping.
- Provide on call coverage for facility issues nights and weekends

State of NH Department of Labor Safety Inspector

2013-2016

- Scheduled and implemented safety related inspections to schools, towns municipalities
- Provided workers comprehensive related coverage as needed with my territory

Weatherization Director Community Action Partnership of Strafford County 2007-2013 Dover, NH

Oversee weatherization department to serve over 4000 eligible low-income customers

- Ensure compliance with state of NH Weatherization Guidelines using 6 funding sources of 1M per year
- Audited homes for energy efficiency improvements
- Generated work orders for crews
- Inspect work for compliance with state of NH Weatherization Guidelines
- Managed sub-contracts for timeliness as well as quality workmanship
- Scheduled tasks to complete quality work in a safe and timely manner
- Assisted in selection of equipment and supplies purchases

Process Engineer Flextronics International

1996-2003 Portsmouth, NH

- Project Manager for building consolidation from 3 buildings to new site at Pease, within budget of 250 K and no significant impact to production of 800 employees
- Evaluated and negotiated vendor selection for warehouse equipment and move, within budget of 105K and completed on time
- Supervised 23 machine programmers/electro-mechanical technicians in 2 buildings on 3 shifts
- Arranged new equipment justifications, purchase, terms and technical training worth 900K
- Supervised and prioritized work load for technical/ mechanical support on 3 shifts.
- Designed and provided training for support personnel
- Documented procedures and processes for production and machine maintenance tasks
- Project Manager for Process Improvement Program
- Developed troubleshooting procedures for production and programmable equipment related issues

Education:

Civil Technology Associate of Applied Science Thompson School of Applied Science © UNH

2006 Durham, NH

Computer Technology Associate of Science Granite State College

2001 Portsmouth, NH

Accomplishments:

- Current Board of Director member for the Triangle Club in Dover NH
- Cofounder for Sober Sisters Recovery, a non profit sober living home for women in Somersworth NH
- Former Building committee representative for SENH Habitat for Humanity, Portsmouth, NH
- Former Advisor to Thompson School of Applied Science at UNH

Amanda Nuernberg

p	Professional Statement —————	
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An entry-level administrative assistant with 10+ years of customer service experience. Detail-oriented with exceptional organizational skills and proficiency in Microsoft Office suite.

Skills Summary –

Communication

- Effective listening to guarantee accuracy
- Exceptional oral and written communication techniques to ensure precision
- Ability to use positive language, persuasive speaking skills, and intuitiveness towards others
- Utilize calm and critical thinking to approach situations

Diploma

Technical

- Maintain organization to be an effective team member
- Ability to prioritize ensuring effective time management
- Typing speed of 50 WPM with 100% accuracy
- Provide strategic planning to create direction and outline decided goals

Rutland Neighborhood Campaign Volunteer Secretary	Dover, NH	September 2019-Present	
OnBrand24 Call Center Representative	Portsmouth, NH	May 2017- Dec 2018	
IHOP Server	Newington, NH	April 2016- May 2017	
Friendly's Restaurant Cook, Server	Dover, NH	June 2010- March 2015	
Community Action Partnership Weatherization Assistant	Dover, NH — Education ———	March 2020- Present	
Dover Adult Learning Administrative Assistant Certificate	Dover, NH	Expected March 2020	
High School Equivalency	Dover, NH	June 2018	