

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



DEPARTMENT OF ENERGY  
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Concord, N.H. 03301-2429

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

20B

September 23, 2022

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

### REQUESTED ACTION

1) Authorize the New Hampshire Department of Energy (NH DOE) to enter into a **SOLE SOURCE** contract with Community Action Partnership of Strafford County, (VC #177200), Dover, NH, in the amount of \$2,985,535, with \$2,132,525 for the State Emergency Fuel Assistance Program (SEFAP) and \$853,010 for the State Supplemental Electric Benefit Program (SSEBP), effective upon Governor and Executive Council approval through June 30, 2023. **100% General Funds**

Funds to support this request are anticipated to be available in the following account in FY 2023.

<u>NH Department of Energy, State Emergency Fuel Asst Prog</u>	<u>FY 2023</u>
02-52-52-520010-XXXX0000	
074-500587 Grants for Pub Assist & Relief	\$2,132,525
 <u>NH Department of Energy, Sup Electric Ben Prog</u>	
02-52-52-520010-XXXX0000	
074-500587 Grants for Pub Assist & Relief	\$853,010
	 <b><u>Total:</u> \$2,985,535</b>

2) Further request authorization to advance Community Action Partnership of Strafford County \$298,554 from the above-referenced contract amount.

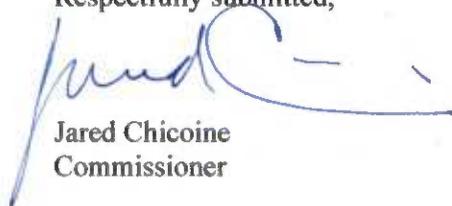
### EXPLANATION

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

State Emergency Fuel Assistance Program (SEFAP) and State Supplemental Electric Benefit Program (SSEBP) were recently created by the legislature in HB 2023. Both are statewide programs designed to make winter heating and electricity respectively more affordable for income-qualified New Hampshire families. Program funds are targeted to moderate income households, those with an annual income in excess of 60 percent to at or below 75 percent of the State Median Income (\$74,942 to \$93,676 for a family of four). The benefit per eligible household is set in statute at \$450 for SEFAP and \$200 for SSEBP. The legislature appropriated \$25 million in General Funds for SEFAP and \$10 million in General Funds for SSEBP. Both programs will accept applications until April 30, 2023.

The proposed advance of funds in the contracts will enable the CAAs to mobilize to set up the program as well as operate the program between monthly reimbursements from the State.

Respectfully submitted,



Jared Chicoine  
Commissioner

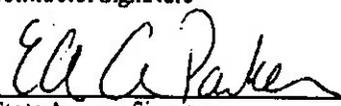
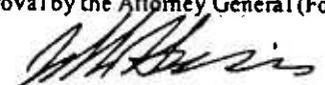
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Energy		1.2 State Agency Address 21 So. Fruit St., Ste. 10 Concord, New Hampshire 03301	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 577 Central Avenue, Suite 10, PO Box 160, Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-8130	1.6 Account Number 02-52-52-520010-XXXX0000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$2,985,535
1.9 Contracting Officer for State Agency Amanda O. Noonan		1.10 State Agency Telephone Number (603) 271-1164	
1.11 Contractor Signature  Date: 9/2/22		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker, Executive Director	
1.13 State Agency Signature  Date: 9/2/22		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) <i>N/A</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 9/25/2022			
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.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT A

### SPECIAL PROVISIONS

1. On or before the date set forth in Block 1.7 of the General Provisions, the Contractor shall deliver to the State an independent audit of the Contractor's entire agency by a qualified independent auditor in good standing with the state and federal government.
2. This audit shall be conducted in accordance with the audit requirements of Office of Management and Budget (OMB) Circular 2 CFR 200, Subpart F- Audit Requirements. The State Emergency Fuel Assistance Program (SEFAP) and the State Supplemental Electric Benefit Program (SSEBP) shall be considered "major programs" for purposes of this audit.
3. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.
4. Delete the following from paragraph 9.2 of the General Provisions: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit B."
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 Agency for 3 (three) years from the date of submission of the final expenditure report.
7. **CLOSE OUT OF CONTRACT:** All final required reports and reimbursement requests shall be submitted to the State within thirty (30) days of the completion date (Agreement Block 1.7).
8. **ADVANCES.** SEFAP and SSEBP advance funds must be used solely for appropriate SEFAP and SSEBP funds, respectively. SEFAP and SSEBP advance program funds are to be used only for SEFAP and SSEBP vendor payments, respectively. All SEFAP and SSEBP payments, including advance program payments, must be transferred from the Community Action Agency's general operating account into specific SEFAP and SSEBP accounts within 48 hours after being received electronically from the State. CAAs must submit the bank account numbers of the designated bank accounts for the advance funds to NH DOE prior to the electronic submission of the funds to the CAA. Unspent advance program funds must remain in the SEFAP and SSEBP dedicated accounts at all times and cannot be comingled with any other CAA funds. CAAs are required to submit complete electronic copies of the SEFAP- and SSEBP- dedicated bank account statements to NH DOE on a monthly basis.

## EXHIBIT B

### SCOPE OF SERVICES

The Contractor agrees to provide State Emergency Fuel Assistance Program (SEFAP) and State Supplemental Electric Benefit Program (SSEBP) services in accordance with 2022 N.H. Laws Chapter 346 to qualified median income households, and agrees to perform all such services and other work necessary to operate the programs in accordance with guidance as determined by NH DOE.

SEFAP and SSEBP services will be defined to include the following categories:

1. Outreach, eligibility, determination and certification of SEFAP and SSEBP applicants.
2. Payments directly to energy vendors:
  - a. Reimbursement for goods and services delivered
  - b. Lines of credit
  - c. Budget plan payments
3. SEFAP payments directly to landlords via vouchers for renters who pay their energy costs as undefined portions of their rent.
4. SSEBP payments may only be made to households that have an electric account in their name and may not be made if they pay their electric bill as a portion of their rent.
5. Payments directly to clients only when deemed appropriate and necessary as defined in the Fuel Assistance Procedures Manual.
6. Emergency Assistance in the form of reimbursements for goods or services delivered in accordance with paragraphs 3 and 4 above.

## EXHIBIT C

### PAYMENT TERMS

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of \$2,132,525.00 (which hereinafter is referred to as the "SEFAP Grant").

Upon the Governor and Executive Council approval of a warrant, the following SEFAP Grant funds will be authorized:

\$184,025.00 for administration costs, of which \$18,403.00 will be issued as a cash advance;  
\$1,948,500.00 for program costs, of which \$194,850.00 will be issued as a cash advance

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of \$853,010.00 (which hereinafter is referred to as the "SSEBP Grant").

Upon the Governor and Executive Council approval of a warrant, the following SSEBP Grant funds will be authorized:

\$73,610.00 for administration costs, of which \$7,361.00 will be issued as a cash advance;  
\$779,400.00 for program costs, of which \$77,940.00 will be issued as a cash advance;

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

Drawdowns from the balance of funds will be made to the Contractor only after written documentation of cash need is submitted to the State. Disbursement of the grants shall be in accordance with procedures established by the State.

**CERTIFICATE OF AUTHORITY**

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 20, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

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

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

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

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

Dated: 9/20/22



Signature of Elected Officer  
Name: Alison Dorow  
Title: Secretary

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65583

Certificate Number: 0005748257



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/18/2022

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

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

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

COVERAGES CERTIFICATE NUMBER: 22-23 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation Liab \$1Million GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHVA192135	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ Included Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWVA156930	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHVA192136	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		N/A	01-0000113794-05	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers EPLI and Crime Included			PHSD1725130	07/01/2022	07/01/2023	Per Occurrence \$3,000,000 Aggregate Limit \$6,000,000 Employee Dishonesty \$1,000,000

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

Workers Comp 3A State: NH

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire DHHS  
 129 Pleasant St  
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Financial Statements

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

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

**RETIREMENT PLAN OF COMMUNITY ACTION  
PARTNERSHIP OF STRAFFORD COUNTY**  
**FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019**

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

## **INDEPENDENT AUDITORS' REPORT**

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

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

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

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matters described in the Basis for Disclaimer of Opinion paragraphs, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

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

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

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

**Disclaimer of Opinion**

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

**Other Matter**

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

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

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

*Leone McDonald & Roberts  
Professional Association*

October 15, 2021  
Dover, New Hampshire

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

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

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

See Notes to Financial Statements

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

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

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

See Notes to Financial Statements

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

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

**NOTE 1. DESCRIPTION OF PLAN**

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

**General**

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

**Contributions**

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

**Participant Accounts**

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

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

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

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

Vesting

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

Forfeited Accounts

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

Investment Options

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

Notes Receivable from Participants

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

Payment of Benefits

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

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

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

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

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

**In-Service Withdrawal**

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

**Hardship Withdrawal**

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

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

**Basis of Accounting**

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

**Plan Records**

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

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

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

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

Use of Estimates

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

Notes Receivable from Participants

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

Payment of Benefits

Benefits are recorded when paid.

Investment Valuation and Income Recognition

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

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

Risks and Uncertainties

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

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

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

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

Other Events

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

**NOTE 3. FAIR VALUE MEASUREMENTS**

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

- Level 1      Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.
- Level 2      Inputs to the valuation methodology include:
- quoted prices for similar assets or liabilities in active markets;
  - quoted prices for identical or similar assets or liabilities in inactive markets;
  - inputs other than quoted prices that are observable for the asset or liability; and,
  - inputs that are derived principally from or corroborated by observable market data by correlation or other means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOTE 6. ADMINISTRATIVE EXPENSES**

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

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

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

**NOTE 8. TAX STATUS**

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

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

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

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

**NOTE 9. PLAN TERMINATION**

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

**NOTE 10. SUBSEQUENT EVENTS**

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

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

**SCHEDULE OF ASSETS (HELD AT END OF YEAR)  
DECEMBER 31, 2020**

Form 5500: Schedule H, Part IV, Line 4i - Schedule of Assets (Held At End of Year)  
Employer Identification Number: 02-0268636  
Plan Number: 001

(a)	(b)	(c)	(d)	(e)
Identity of issue, borrower, lessor or similar party		Description of investment including maturity date, rate of interest, collateral, par or maturity value	Cost	Current Value
*	American United Life Insurance Company	American United Life Insurance Company Fixed Account	n/a	\$ 218,062
*	American United Life Insurance Company	American Funds Balanced	n/a	216,046
*	American United Life Insurance Company	T. Rowe Price Retirement 2035	n/a	206,035
*	American United Life Insurance Company	T. Rowe Price Retirement 2030	n/a	179,411
*	American United Life Insurance Company	T. Rowe Price Growth Stock	n/a	129,805
*	American United Life Insurance Company	T. Rowe Price Retirement 2040	n/a	90,064
*	American United Life Insurance Company	AB Small Cap Growth	n/a	62,622
*	American United Life Insurance Company	Thornburg LTD Term Income	n/a	53,857
*	American United Life Insurance Company	T. Rowe Price Retirement 2055	n/a	33,465
*	American United Life Insurance Company	T. Rowe Price Retire 2025	n/a	29,795
*	American United Life Insurance Company	T. Rowe Price Retirement 2045	n/a	28,758
*	American United Life Insurance Company	Columbia Select Large Cap Value	n/a	28,154
*	American United Life Insurance Company	T. Rowe Price Retirement 2050	n/a	25,546
*	American United Life Insurance Company	American Century Small Cap Value A	n/a	21,247
*	American United Life Insurance Company	Goldman Sachs US Equity Insight	n/a	14,589
*	American United Life Insurance Company	American Century Mid Cap Value	n/a	10,063
*	American United Life Insurance Company	Pioneer Select Mid Cap Growth	n/a	9,143
*	American United Life Insurance Company	T. Rowe Price Retire 2060	n/a	7,877
*	American United Life Insurance Company	Prudential Total Return Bond	n/a	5,399
*	American United Life Insurance Company	American Funds Europacific	n/a	4,021
*	American United Life Insurance Company	T. Rowe Price Retire Balance R	n/a	4,003
*	American United Life Insurance Company	Prudential High Yield	n/a	2,937
*	American United Life Insurance Company	Pax Global Environmental Markets	n/a	2,731
*	American United Life Insurance Company	T. Rowe Price Retire 2020	n/a	1,595
*	American United Life Insurance Company	Oppenheimer Developing Markets	n/a	1,566
*	American United Life Insurance Company	Oppenheimer Main Street Mid Cap	n/a	870
	Participant loans	Interest rates of 4.25%, with the loans maturing from October 2021 to August 2023. The loans are secured by individual accounts.	-0-	\$ 8,072
*	Represents a party in interest			

See Independent Auditors' Report



## 2022 Board of Directors

### Administrative Offices:

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

### Early Childhood Centers:

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

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

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

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

### Family Resource Centers:

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

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

### Outreach Office:

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

### Food Pantry:

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

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

# MISSION

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



# VISION

To eliminate poverty.

**Community Action Partnership of Strafford County  
CAPSC Emergency Assistance Programs**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa Garcia	Fuel & Electric Manager	\$52,000.00	50%	\$26000
Karen Carroll	Lead Intake	\$45,760.00	50%	\$22880
Heidi Clough	Lead Certifier	\$55307.20	50%	\$27653.60
Jamie Swan	Director Of Strategic Initiatives	\$76627.20	50%	\$38313.6

# LISA GARCIA

## Personal Qualities

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

## Professional Accomplishments

### Fuel and Electric Assistance Manager

June 2022 – present

Community Action Partnership of Strafford County

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

### Billing Specialist

Dec 2021 – May 2022

Community Action Partnership of Strafford County

Non-profit

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

### Independent Contractor/Self Employed

Feb 2019-Dec 2021

Personal Shopper – Instacart

National Grocery Delivery Service

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

### iBody Therapeutic Massage & Bodywork – co owner

May 2020 - present

Small business owner managing all aspects of the business including customer service, marketing, product inventory in studio and online, interviewing and hiring, payroll and working with clients to improve health.

### Business Operations Coordinator

October 2009 – May 2020

Cole Haan

Global Lifestyle Brand

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

**Senior Customer Service Specialist**

Cole Haan

Responsible for managing over 100 diverse wholesale accounts with multi-million-dollar revenue. Back up for all of Cole Haan retail order management to include stores and online inventory. Work closely with sales team and account buyers to manage all aspects of business from contract management to order processing, pricing, allocation and delivery. Created business process documentation for multiple accounts. Proactively streamlined processes to manage accounts more effectively. Worked with business operations team to manage high volume of sales orders efficiently. Proficient in SAP, BW as well as account vendor sites to manage orders. Communicate with multiple internal departments – Demand Planning, Credit, Finance, Distribution and Shipping to ensure the needs of the accounts are met. Phone cue to service wholesale customer needs. Trained new hires in all aspects of this position. Managed B2B website to include account set ups and training for rest of the team. Initiated, organized and led team meetings as well as newsletters for internal clients.

**Professional Development Assistant - temporary staff**

February 2009 – October 2009

Measured Progress Nationally Recognized Standardized Testing Firm

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

**Research & Analysis Assistant - temporary staff**

November 2008 – February 2009

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

**Quality Assurance Assistant – temporary staff**

October 2008 – November 2008

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

**Education**

1996 Associate of Applied Science in Business, (with honors)

University of New Hampshire

1987 – 1989 Business course work

Bismarck Community College, ND

1987 High School Graduate

Bismarck High School, ND

**Military and Volunteer Service**

Elected Selectmen, Dover, NH

2021 election

Election volunteer, Dover, NH

since 2020

United Way Day of Caring

since 2009

US Army Reserves

1992 – 2000

Home St School, Dover, NH

Parent/Teacher Organization Fundraiser Chair

# Karen A. Carroll

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## EDUCATION:

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

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

## EXPERIENCE:

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

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

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

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

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

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

Homemaker, Dover, NH 2002 to 10/2015

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

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

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

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

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

Self-Employed, Dover, NH  
Residential Cleaning Service

2008 to 2010

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

Edgewood Centre, Portsmouth, NH  
Office Assistant

1998 to 2002

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

**VOLUNTEER EXPERIENCE:**

Girl Scout Leader

2000 to 2008

**COMPUTER SKILLS:**

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

## • Heidi Clough

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

### Professional Experience

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

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

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

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

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

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

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

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

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

Education:

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

# Jamie Swan

Director of Strategic Initiatives

## OBJECTIVE

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

## EMPLOYMENT

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

## EXPERIENCE

*5/15/21-present*

Director of Strategic Initiatives • CAPSC

*10/23/20-1/30/21*

Interim Director overseeing Childcare • CAPSC

*2012-present*

Health and Nutrition Manager • CAPSC

*2008-2012*

Integrated Teacher • Head Start • CAPSC

*2006-2007*

Teacher • Head Start • CAPSC

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

Oversees CAPSCs Summer Food Service Program. Developed and maintained budget will collaborating with community resources to bring meals to children with Strafford County.

Oversee the Health and Nutrition mandates of approximately 300 children.

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

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

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