

SMW

APR 12 '16 AM 11:14 043

42 [Signature]



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

Doreen Wittenberg
Director

April 1, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to exercise a contract renewal option, Amendment # 1, with Tri-County Community Action Program, Inc. (VC # 177195), 34 Jefferson Road, Whitefield, NH 03598 to increase the contract amount by \$65,700.00 from \$98,640.00 to \$164,340.00 for the provision of Guardianship Services for the NH Department of Corrections from July 1, 2016 through June 30, 2018 effective upon Governor and Executive Council approval. The original contract, Agreement 2013-116, was approved on June 5, 2013, Item # 116. 100% General Funds

Funding for this contract is available in account, Medical-Dental, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2018 is contingent upon the availability and continued appropriation of funds.

| Tri-County Community Action Program, Inc. | | | | |
|---|--------------------|---------------|-------------|--------------|
| Account | Description | SFY 2014-2016 | SFY 2017 | SFY 2018 |
| 02-46-46-465010-8234-101-500729 | Medical and Dental | \$98,640.00 | \$32,850.00 | \$32,850.00 |
| Total Contract Amount: | | | | \$164,340.00 |

EXPLANATION

This contract is for the provision of guardianship and protective services to safeguard the liberty and well being of persons who because of functional limitations have suffered, are suffering, or are likely to suffer substantial harm due to an inability to provide for personal needs, food, clothing, shelter, healthcare, safety or an inability to manage their property or financial affairs. Guardianship and protective services under this contract are to be provided to persons at risk of harm to person or estate whom the State of New Hampshire has responsibility to safeguard pursuant to RSA 21-H:8.

Respectfully Submitted,

William L. Wrenn
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**P.O. BOX 1806
CONCORD, NH 03302-1806**

**603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner**

**Doreen Wittenberg
Director**

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) ("Contractor"), a New Hampshire Non-Profit Corporation with a place of business at 34 Jefferson Road, Whitefield, NH 03598.

WHEREAS, the State and Contractor entered into an agreement with an effective date of June 5, 2013 for Guardianship Services, Agreement 2013-116 ("Agreement").

WHEREAS, the State and Contractor have agreed to make changes to the Completion Date, Price Limitation and Scope of Services of the Agreement; and

WHEREAS, the parties agree to increase the price limitation; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2018";
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$164,340.00" a total increase of \$65,700.00;
3. To amend the Scope of Services, Exhibit A, Section 22, Paragraph 22.6., page 23A of 28, by inserting: "Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit."; and
4. That all other provisions of the Agreement shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: Guardianship Services Agreement 2013-116.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]
Name: William L. Wrenn
Title: Commissioner
Date: 4/4/16

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP)

By: [Signature]
Name: Michael Coughlin
Title: Chief Executive Director
Date: 2-9-2016

STATE OF New Hampshire

COUNTY OF Coos

On this 9th day of February 2016, before me, Suzane C. French, the undersigned officer, personally appeared Michael Coughlin, known to me (or satisfactorily proven) to be the person

whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

My Commission Expires: 6-19-18

[Signature]
Approval by N.H. Attorney General
(Form, Substance and Execution)

4/11/16
Date

Approved by the N.H. Governor and Executive Council

Date

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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of February A.D. 2016

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

William M. Gardner
Secretary of State


NEW HAMPSHIRE
Corporation Division

Search

By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online
 Guidelines
 Name Availability
 Name Appeal Process

Filed Documents

Date: 1/27/2016
 (Annual Report History, View Images, etc.)

Business Name History

| Name | Name Type |
|--|------------------|
| TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) | Legal |
| COMMUNITY ACTION IN COOS, CARROLL AND GRAFTON COUNTIES, INCORPORATED | Prev Legal |

Non-Profit Corporation - Domestic - Information

| | |
|---------------------------------------|---------------------------------------|
| Business ID: | 63020 |
| Status: | Good Standing |
| Entity Creation Date: | 5/18/1965 |
| Principal Office Address: | 30 EXCHANGE ST BERLIN NH 03570 |
| Principal Mailing Address: | 30 Exchange Street Berlin NH 03570 |
| Expiration Date: | Perpetual |
| Last Annual Report Filed Date: | 12/29/2015 4:30:00 PM |
| Last Annual Report Filed: | 2015 |

Registered Agent

| | |
|-------------------------|------------|
| Agent Name: | |
| Office Address: | No Address |
| Mailing Address: | No Address |

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



Corporation Division

Search

Date: 4/13/2016

- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Current Name: TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP)

| Image | Date | Document |
|---|------------|-----------------|
|   | 5/18/1965 | Creation Filing |
|   | 6/7/1966 | Amend/Restate |
| | 3/3/1976 | Annual Fee |
|   | 10/3/1984 | Amend/Restate |
|   | 3/20/1990 | Annual Report |
|   | 3/2/1995 | Annual Report |
|   | 1/31/2001 | Annual Report |
|   | 2/1/2006 | Annual Report |
|   | 3/5/2010 | Annual Report |
|   | 12/29/2015 | Annual Report |

 *View the images on-line!! Netscape users, use the  button.*

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Gary Coulombe, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Tri-County Community Action Program, Inc. (Tri-County CAP). I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August
(Month)

25, 20 15 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Michael Coughlin Chief Executive Officer (may list
(Name) (Title)

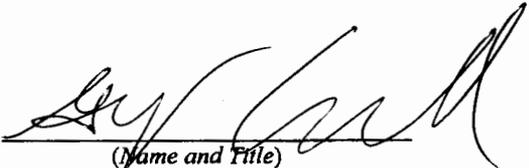
more than one person) is duly authorized to enter in contracts or agreement on behalf of

Tri-County Community Action Program, Inc. (Tri-County CAP) with the State of New Hampshire
(Name of Corporation or LLC)

and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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 to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 2-9-2016

ATTEST: 
(Name and Title)

Gary Coulombe Board Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|---|
| PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | | CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com | |
| INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570 | | INSURER(S) AFFORDING COVERAGE INSURER A: Arch Ins Co NAIC # 11150 | INSURER B: AmGuard Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** CL157243649 **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 SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|--|-----------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | NCPCKG0328201 | 7/1/2015 | 7/1/2016 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | NCAUT0328201 | 7/1/2015 | 7/1/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | <input type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | Underinsured motorist \$ 1,000,000 |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | NCFXS0328201 | 7/1/2015 | 7/1/2016 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ 2,000,000 |
| | DED | | RETENTION \$ | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | TRWC659784 | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | N/A | (3a.) NH | 7/1/2015 | 7/1/2016 | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | All officers included | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| A | Professional Liability | | | NCPCKG0328201 | 7/1/2015 | 7/1/2016 | Per Occurrence \$1,000,000 Aggregate \$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 34 Jefferson Road, Whitefield NH
Refer to policy for exclusionary endorsements and special provisions.

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire Dept. of Corrections PO Box 1806 Concord, NH 03302 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Karen Shaughnessy/KS5 <i>Karen Shaughnessy</i> |
|---|--|



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

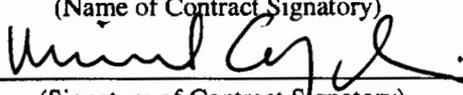
- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Michael Coughlin Date: 2-9-2016

(Name of Contract Signatory)

Signature: 

(Signature of Contract Signatory)

Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30 2015
AND
INDEPENDENT AUDITORS' REPORT**

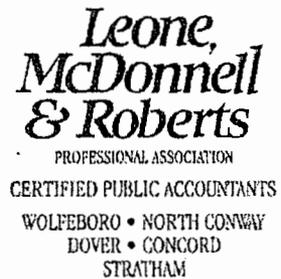
TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

TABLE OF CONTENTS

| | <u>Page(s)</u> |
|--|-----------------------|
| Independent Auditors' Report | 1 - 2 |
| Financial Statements: | |
| Statement of Financial Position | 3 |
| Statement of Activities | 4 |
| Statement of Cash Flows | 5 |
| Statement of Functional Expenses | 6 |
| Notes to Financial Statements | 7 - 26 |
| Supplementary Information: | |
| Schedule of Expenditures of Federal Awards | 27 - 28 |
| 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 | 29 - 30 |
| Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133 | 31 - 32 |
| Schedule of Findings and Questioned Costs | 33 |
| Summary Schedule of Prior Year Audit Findings | 34 - 35 |

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire



INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015

ASSETS

CURRENT ASSETS

| | |
|----------------------|------------------|
| Cash | \$ 488,950 |
| Accounts receivable | 1,014,274 |
| Pledges receivable | 247,754 |
| Inventories | 116,150 |
| Prepaid expenses | <u>30,678</u> |
| Total current assets | <u>1,897,806</u> |

PROPERTY

| | |
|--------------------------------|--------------------|
| Property, plant, and equipment | 13,468,105 |
| Less accumulated depreciation | <u>(4,588,525)</u> |
| Property, net | <u>8,879,580</u> |

OTHER ASSETS

| | |
|-------------------------------|----------------|
| Restricted cash | 540,395 |
| Building refinance costs, net | <u>15,365</u> |
| Total other assets | <u>555,760</u> |

TOTAL ASSETS

\$ 11,333,146

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

| | |
|-----------------------------------|------------------|
| Demand note payable | \$ 700,252 |
| Current portion of long term debt | 271,685 |
| Accounts payable | 671,782 |
| Accrued compensated absences | 332,024 |
| Accrued salaries | 134,822 |
| Accrued expenses | 107,474 |
| Refundable advances | 191,343 |
| Other liabilities | <u>280,474</u> |
| Total current liabilities | <u>2,689,856</u> |

LONG TERM DEBT

| | |
|--|------------------|
| Long term debt, net of current portion | 5,938,456 |
| Interest rate swap at fair value | <u>7,385</u> |
| Total liabilities | <u>8,635,697</u> |

NET ASSETS

| | |
|------------------------|------------------|
| Unrestricted | 1,951,539 |
| Temporarily restricted | <u>745,910</u> |
| Total net assets | <u>2,697,449</u> |

TOTAL LIABILITIES AND NET ASSETS

\$ 11,333,146

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Total</u> |
|---|---------------------|-----------------------------------|---------------------|
| REVENUES AND OTHER SUPPORT | | | |
| Grant and contracts | \$ 13,563,675 | \$ 267,197 | \$ 13,830,872 |
| Program funding | 1,600,750 | 102,424 | 1,703,174 |
| Utility programs | 916,957 | - | 916,957 |
| In-kind contributions | 252,489 | - | 252,489 |
| Contributions | 116,342 | 20,841 | 137,183 |
| Fundraising | 43,415 | - | 43,415 |
| Rental income | 824,332 | - | 824,332 |
| Interest income | 485 | - | 485 |
| Gain on disposal | 16,560 | - | 16,560 |
| Other revenue | 91,349 | - | 91,349 |
| | <hr/> | <hr/> | <hr/> |
| Total revenues and other support | 17,426,354 | 390,462 | 17,816,816 |
| NET ASSETS RELEASED FROM RESTRICTIONS | <u>307,765</u> | <u>(307,765)</u> | <u>-</u> |
| Total revenues, other support, and net assets released from restrictions | <hr/> | <hr/> | <hr/> |
| | 17,734,119 | 82,697 | 17,816,816 |
| FUNCTIONAL EXPENSES | | | |
| Program Services: | | | |
| Agency Fund | 883,748 | - | 883,748 |
| Head Start | 2,289,054 | - | 2,289,054 |
| Guardianship | 767,955 | - | 767,955 |
| Transportation | 985,004 | - | 985,004 |
| Volunteer | 87,521 | - | 87,521 |
| Workforce Development | 449,251 | - | 449,251 |
| Alcohol and Other Drugs | 989,422 | - | 989,422 |
| Carroll County Dental | 496,634 | - | 496,634 |
| Carroll County Restorative Justice | 95,727 | - | 95,727 |
| Support Center | 249,099 | - | 249,099 |
| Homeless | 442,493 | - | 442,493 |
| Energy and Community Development | 7,433,283 | - | 7,433,283 |
| Elder | 1,088,328 | - | 1,088,328 |
| Housing Services | 172,157 | - | 172,157 |
| | <hr/> | <hr/> | <hr/> |
| Total program services | 16,429,676 | - | 16,429,676 |
| Supporting Activities: | | | |
| General and administrative | 1,154,866 | - | 1,154,866 |
| Fundraising | 4,498 | - | 4,498 |
| | <hr/> | <hr/> | <hr/> |
| Total supporting activities | 1,159,364 | - | 1,159,364 |
| Total functional expenses | <hr/> | <hr/> | <hr/> |
| | 17,589,040 | - | 17,589,040 |
| CHANGES IN NET ASSETS FROM OPERATIONS | 145,079 | 82,697 | 227,776 |
| OTHER INCOME | | | |
| Gain on interest rate swap | 42,327 | - | 42,327 |
| | <hr/> | <hr/> | <hr/> |
| TOTAL CHANGES IN NET ASSETS | 187,406 | 82,697 | 270,103 |
| NET ASSETS, BEGINNING OF YEAR | 1,764,133 | 663,213 | 2,427,346 |
| NET ASSETS, END OF YEAR | <u>\$ 1,951,539</u> | <u>\$ 745,910</u> | <u>\$ 2,697,449</u> |

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015**

| | |
|---|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | |
| Change in net assets | \$ 270,103 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | |
| Depreciation and amortization | 483,149 |
| Gain on disposal of property | (16,560) |
| Gain on interest rate swap | (42,327) |
| Decrease (increase) in assets: | |
| Restricted cash | 225,470 |
| Accounts receivable | (180,597) |
| Pledges receivable | (247,754) |
| Inventories | (50,111) |
| Prepaid expenses | (3,392) |
| Other assets | 818 |
| Increase (decrease) in liabilities: | |
| Accounts payable | 16,947 |
| Accrued compensated absences | 54,245 |
| Accrued salaries | 23,336 |
| Accrued expenses | (8,588) |
| Refundable advances | (33,228) |
| Other liabilities | <u>(125,119)</u> |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | <u>366,392</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | |
| Proceeds from disposal of property | 57,159 |
| Purchase of property and equipment | <u>(286,141)</u> |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(228,982)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | |
| Net advance of demand note payable | 199,201 |
| Proceeds from long-term debt | 13,089 |
| Repayment of long-term debt | <u>(239,753)</u> |
| NET CASH USED IN FINANCING ACTIVITIES | <u>(27,463)</u> |
| NET INCREASE IN CASH AND CASH EQUIVALENTS | 109,947 |
| CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR | <u>379,003</u> |
| CASH AND CASH EQUIVALENTS, END OF YEAR | <u>\$ 488,950</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | |
| Cash paid during the year for: | |
| Interest | <u>\$ 233,577</u> |

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. Subsequent to year end, the Division was suspended.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organizations' clients about their other programs, as well as other programs available through other organizations in the community. The Organization consolidated its eight Community contact Offices to one office per county, located in Berlin (Coos), Ashland (Grafton) and Tamworth (Carroll). Clients may submit applications for assistance via e-mail, mail, phone, fax, or face-to-face intake appointments at one of the three offices. Community Contact has schedule site outreach in Lancaster, Lebanon, Woodsville and Colebrook; a schedule is published in the local papers listing the days and locations on a monthly basis. The Carroll County's office has been successful serving the needs of clients with this model for over ten years.

Elder

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development. The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods. For Cornerstone Housing North, Inc., the rental income is part of the same program as the Section 202 Capital Advance and is considered a major program.

Method of accounting

The financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2015. The Organization had temporarily restricted net assets of \$745,910 at June 30, 2015.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2015.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

Level 1: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20 includes an interest rate swap agreement. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge and is valued at the net present value (NPV) of all estimated future cash flows.

For the year ended June 30, 2015, the fair value of the interest rate swap was \$7,385 and the unrealized gain was \$42,327. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

| | |
|----------------------------|----------------|
| Buildings and Improvements | 20 to 40 years |
| Vehicles | 5 to 8.5 years |
| Furniture and Equipment | 5 to 15 years |

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$191,343 as of June 30, 2015.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization of the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2011.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, payments had ceased, therefore as of June 30, 2015, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in the contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2015, there were promises to give that were absent of donor stipulations and therefore classified as temporarily restricted in the amount of \$247,754. This amount was included in the grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short term maturity of those instruments.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses.

Other Occupancy expense: expenses are applicable to assets which are used by multiple programs, primarily buildings are charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the supplemental statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2013 received provisional approval and is effective until amended at a rate of 12.3%. Per an email with a representative from the U.S. Department of Health and Human Services, the Agency reduced the rate to 12.2% for the year ended June 30, 2015.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2015 was \$18,009.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2015, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2015, there was approximately \$395,443 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2015 was \$11,135. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2015. This amount is included in restricted cash on the Statement of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2015 was \$186,721, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2015 was \$276,791. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2015 was \$271,547, and is included in the restricted cash balance on the Statement of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2015 as no official notice or request for payment had been received by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2015 was \$70,992.

NOTE 3. INVENTORY

In 2015, inventory included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2015, consists of weatherization materials totaling \$116,150. The inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable. The inventory was written off in April 2015.

NOTE 4. PROPERTY

Property consists of the following at June 30, 2015:

| | <u>Capitalized Cost</u> | <u>Accumulated Depreciation</u> | <u>Net Book Value</u> |
|-----------|------------------------------------|--|----------------------------------|
| Building | \$10,599,723 | \$ 3,018,512 | \$ 7,581,211 |
| Equipment | 2,176,915 | 1,570,013 | 606,902 |
| Land | <u>691,467</u> | <u>-</u> | <u>691,467</u> |
| | <u>\$13,468,105</u> | <u>\$ 4,588,525</u> | <u>\$ 8,879,580</u> |

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the year ended June 30, 2015 was \$482,262.

The Organization also had building refinancing costs of \$17,730 during the prior year. Amortization expense and accumulated amortization for the year ended June 30, 2015 was \$887 and \$2,365, respectively.

NOTE 5. ACCRUED EARNED TIME

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$332,024.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2015 consisted of the following:

| | |
|--|------------|
| Note payable with the USDA requiring 360 monthly installments of \$1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024. | \$ 133,110 |
| Note payable with the USDA requiring 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027. | 174,527 |
| Note payable with the USDA requiring 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030. | 33,651 |
| Note payable with the USDA requiring 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029. | 9,061 |

| | |
|--|-----------|
| Note payable with a bank requiring 120 monthly installments of \$475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015. | 2,820 |
| Note payable with a bank requiring 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021. | 444,989 |
| Note payable to a related party, interest accrues 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended. | 12,578 |
| Note payable to a non-profit organization (related party), interest accrues 5% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended. | 120,147 |
| Bond payable with a bank requiring monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040. | 2,948,780 |
| Note payable with a bank requiring 240 monthly installments of \$4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032. | 462,878 |
| Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047. | 1,617,600 |

Comerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.

| | |
|--|---------------------|
| | <u>250,000</u> |
| | 6,210,141 |
| Less current portion due within one year | <u>(271,685)</u> |
| Total long term debt | <u>\$ 5,938,456</u> |

The scheduled maturities of long term debt as of June 30, 2015 were as follows:

| <u>Years ending June 30</u> | <u>Amount</u> |
|---------------------------------|---------------------|
| 2016 | \$ 271,685 |
| 2017 | 142,297 |
| 2018 | 541,085 |
| 2019 | 129,965 |
| 2020 | 135,963 |
| Thereafter | <u>4,989,146</u> |
| | <u>\$ 6,210,141</u> |

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2015 was \$11,135.

Subsequent to year end, the Agency purchased two vehicles with note payables totaling \$38,284. The future scheduled maturities of long term debt for these two vehicles are as follows:

| <u>Years ending June 30</u> | <u>Amount</u> |
|---------------------------------|------------------|
| 2016 | \$ 4,828 |
| 2017 | 5,809 |
| 2018 | 6,138 |
| 2019 | 6,485 |
| 2020 | 6,852 |
| Thereafter | <u>8,172</u> |
| | <u>\$ 38,284</u> |

NOTE 7. DEMAND NOTE PAYABLE

The Organization has available a \$45,000 unsecured line of credit with Northway Bank. Borrowings under the line bear interest at 6.50% per annum, and totaled \$28,045 at June 30, 2015.

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled \$400,000 at June 30, 2015. The line is subject to renewal each January.

The Organization has available a \$25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$15,509 at June 30, 2015. The Northern Forest Heritage Park was sold subsequent to fiscal year end, at which time the line of credit was paid off in full.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2015, the outstanding debt totaled \$256,698, which included accrued interest of \$5,860.

NOTE 8. LEASES

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the year ended June 30, 2015, the annual rent expense for leased facilities was \$180,867.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2015, are as follows:

| <u>Years ending</u> <u>June 30</u> | <u>Amount</u> |
|---|----------------------|
| 2016 | \$ 139,374 |
| 2017 | 92,385 |
| 2018 | 82,127 |
| 2019 | 68,688 |
| 2020 | 34,974 |
| Thereafter | <u>247,027</u> |
| | <u>\$ 664,575</u> |

NOTE 9. IN-KIND CONTRIBUTIONS

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 10. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a large majority of its support from federal and state governments. For the year ended June 30, 2015, approximately \$12,900,000 (73%) of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the year ended June 30, 2015 approximately 69% of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2015:

| | |
|--|-------------------|
| NH Charitable Foundation Grant, Mt. Jasper | \$ 32,653 |
| Berlin Area Renewable Energy Initiative | 7,281 |
| RSVP Program Funds | 7,112 |
| 10 Bricks Shelter Funds | 122,252 |
| Donations to Mahoosuc Trail | 6,842 |
| Community Contact | 15,040 |
| Donations to Maple Fund | 1,825 |
| FAP/EAP | 38,117 |
| Homeless Programs | 47,677 |
| Temporary Municipal Funding | 247,754 |
| Julien Fund (AOD) | 575 |
| Angelias Fund (AOD) | 235 |
| Loan Programs | 36,291 |
| Private Funding for Alcohol and Other Drug Program | 50,000 |
| L. CHIP – Brown Co. House | 19,443 |
| Restricted Buildings | <u>112,813</u> |
| Total temporarily restricted net assets | <u>\$ 745,910</u> |

NOTE 12. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

NOTE 13. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the year ended June 30, 2015 was \$132,725.

NOTE 14. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. The amount at June 30, 2015 was \$2,010 and is included in restricted cash.

NOTE 15. 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. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 10, 2015, the date the financial statements were available to be issued.

Subsequent to year end, but before the date of this report, the Organization sold the Northern Forest Heritage Park. At that time, the associated line of credit was paid off in full. Also, subsequent to year end, the Organization discontinued the Restorative Justice Division.

Subsequent to year end, the Organization purchased two vehicles with long term debt. The long term debt of the two vehicles consisted of the following:

Note payable to a financing company requiring 72 monthly installments of \$312 including interest at 5.49% per annum. Secured by an Organization's vehicle. Final installment due August 2022. \$ 19,127

Note payable to a financing company requiring 72 monthly installments of \$1,664 including interest at 5.54% per annum. Secured by an Organization's vehicle. Final installment due July 2022. 19,157

Less current portion due within one year (4,828)

Total long term debt \$ 33,456

The future principle payments are included in **Note 6**.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015

| Federal Grantor/Pass Through Grantor/Program Title | Pass-through Entity Identifying Number | Federal CFDA Number | Federal Expenditures |
|--|---|---------------------------|-------------------------|
| U.S. Department of Health and Human Services | | | |
| <i>Direct</i> | | | |
| Head Start | 01CH1041/48 | 93.600 | 2,261,738 |
| <i>Passed through New Hampshire Office of Energy and Planning</i> | | | |
| Low-Income Home Energy Assistance (Admin.) | 1033340 | 93.568 | 7,871 |
| Low-Income Home Energy Assistance (Assurance 16) | 1033340 | 93.568 | 34,456 |
| Low-Income Home Energy Assistance (Admin.) | G-15B1NHLIEA | 93.568 | 340,660 |
| Low-Income Home Energy Assistance (Program) | G-15B1NHLIEA | 93.568 | 5,145,190 |
| Low-Income Home Energy Assistance (Assurance 16) | G-15B1NHLIEA | 93.568 | 127,361 |
| Low-Income Home Energy Assistance (HRRP) | 1033553 | 93.568 | 28,315 |
| Low-Income Home Energy Assistance (HRRP) | G-14B1NHLIEA | 93.568 | 107,100 |
| Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS) | 15AANHT3SP | 93.044 | 10,806 |
| <i>Passed through New Hampshire Health and Human Services</i> | | | |
| Community Services Block Grant | 102-500731 | 93.569 | 121,031 |
| Community Services Block Grant | 102-600731 | 93.569 | 511,218 |
| Temporary Assistance for Needy Families (NHEP Workplace Success) | | 93.556 | 309,724 |
| Temporary Assistance for Needy Families (JARC) | 102-500731 | 93.568 | 24,300 |
| Preventative Health and Health Services Block Grant (Oral Health Program) | 90072003 | 93.991 | 11,286 |
| Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health) | 102-500731 | 93.043 | 3,150 |
| Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals) | 541-500383 | 93.045 | 78,064 |
| National Family Caregiver Support (Family Caregiver) | | 93.052 | 20,965 |
| Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels) | 512-500352 | 93.044 | 48,356 |
| Medical Assistance Program (Options Counseling and I&R #7) | | 93.778 | 70,951 |
| Medical Assistance Program (Transportation) | | 93.778 | 44,823 |
| Nutrition Services Incentive Program (NSIP) | | 93.053 | 79,843 |
| Social Services Block Grant (Title XX I&R) | | 93.667 | 9,269 |
| Social Services Block Grant (HD Title III C2 units) | | 93.667 | 176,038 |
| Social Services Block Grant (HD Title III B miles) | | 93.667 | 10,217 |
| Social Services Block Grant (Title XX HD miles) | | 93.667 | 4,513 |
| Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals) | 541-50000383 | 93.045 | 85,467 |
| Affordable Care Act - Aging and Disability Resource Center (Options Counseling) | | 93.517 | 26,702 |
| Centers for Medicare and Medicaid Services (SHIP) | | 93.779 | 12,707 |
| Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP) | | 93.048 | 12,257 |
| Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP Capacity Building) | | 93.048 | 6,706 |
| Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA) | | 93.071 | 2,405 |
| Centers for Medicare and Medicaid Services (Marketplace Assister Services) | | 93.525 | 34,357 |
| Centers for Medicare and Medicaid Services (Marketplace Assister Services) | | 93.525 | 11,947 |
| <i>Passed Through New Hampshire Coalition against Domestic and Sexual Violence</i> | | | |
| Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPIRDV) | | 93.671 | 26,446 |
| Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS) | | 93.671 | 22,884 |
| <i>Passed through New Hampshire Division of Public Health Services</i> | | | |
| Block Grants for Prevention and Treatment of Substance Abuse | | 93.959 | 267,651 |
| <i>Passed through New Hampshire Division of Child Support Services</i> | | | |
| Projects for Assistance in Transition from Homelessness (PATH) | | 93.150 | 81,767 |
| TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES: | | | 10,176,139 |
| U.S. Department of Energy | | | |
| <i>Passed through Governor's Office of Energy and Community Services</i> | | | |
| Weatherization Assistance for Low-Income Persons | EE006169 | 81.042 | 16,658 |
| Weatherization Assistance for Low-Income Persons | EE006169 | 81.042 | 196,742 |
| Weatherization Assistance for Low-Income Persons | EE006169 | 81.042 | 74,663 |
| TOTAL U.S. DEPARTMENT OF ENERGY: | | | 288,063 |
| U.S. Corporation for National and Community Service | | | |
| <i>Direct</i> | | | |
| Retired and Senior Volunteer Program | 13SRANH001 | 94.002 | 66,717 |
| TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE: | | | 66,717 |

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2015

| Federal Grantor/Pass Through Grantor/Program Title | Pass-through Entity Identifying Number | Federal CFDA Number | Federal Expenditures |
|--|---|---------------------------|-------------------------|
| <u>U.S. Department of Agriculture</u> | | | |
| <i>Direct</i> | | | |
| Supplemental Nutrition Assistance Program (food stamps) | | 10.551 | 3,230 |
| Rural Housing | | 10.433 | 2,110 |
| <i>Passed through New Hampshire Department of Education</i> | | | |
| Child and Adult Care Food Program | | 10.558 | <u>99,635</u> |
| TOTAL U.S. DEPARTMENT OF AGRICULTURE: | | | <u>104,975</u> |
| <u>U.S. Department of Homeland Security</u> | | | |
| <i>Direct</i> | | | |
| Emergency Management Performance Grants (FEMA) | 582200-001 | 97.042 | <u>8,392</u> |
| TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY: | | | <u>8,392</u> |
| <u>U.S. Department of Justice</u> | | | |
| <i>Passed through New Hampshire Coalition Against Domestic and Sexual Violence</i> | | | |
| Grants to Encourage Arrest Program (GTEAP) | 2014-WE-AX-0036 | 16.590 | 2,173 |
| Crime Victim Assistance (VOCA) | | 16.576 | 71,084 |
| Sexual Assault Services Formula Program (SASP) | 2012-KF-AX-0021 | 16.017 | <u>8,364</u> |
| TOTAL U.S. DEPARTMENT OF JUSTICE: | | | <u>81,621</u> |
| <u>U.S. Department of Transportation</u> | | | |
| <i>Passed through New Hampshire Department of Transportation</i> | | | |
| Formula Grants for Rural Areas (Section 5311) | | 20.509 | 338,069 |
| Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC) | | 20.513 | 54,989 |
| Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC) | | 20.513 | <u>18,961</u> |
| TOTAL U.S. DEPARTMENT OF TRANSPORTATION: | | | <u>412,039</u> |
| <u>U.S. Department of Housing and Urban Development</u> | | | |
| <i>Passed through New Hampshire Office of Family Services</i> | | | |
| Emergency Solutions Grant Program | | 14.231 | 32,512 |
| Supportive Housing Program (HOIP) | | 14.235 | 127,553 |
| <i>Passed through the City of Berlin</i> | | | |
| Community Development Block Grant | | 14.228 | 20,482 |
| <i>Passed through New Hampshire Health and Human Services then Southwestern Community Services</i> | | | |
| Emergency Solutions Grant Program (Rapid Re-Housing and Prevention) | | 14.231 | <u>393</u> |
| TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: | | | <u>180,940</u> |
| <u>U.S. Department of Labor</u> | | | |
| <i>Passed through New Hampshire Department of Labor</i> | | | |
| WIA Adult Program | 2014-0004 | 17.258 | 64,099 |
| WIA Dislocated Worker Formula Grants | 2014-0004 | 17.278 | <u>63,090</u> |
| TOTAL U.S. DEPARTMENT OF LABOR: | | | <u>127,189</u> |
| TOTAL EXPENDITURES OF FEDERAL AWARDS | | | <u>\$ 11,446,075</u> |

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITOR'S 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
Tri-County Community Action Program, Inc.
Berlin, 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 Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 10, 2015.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s consolidated 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 consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

*Leone, McDonnell & Roberts
Professional Association*

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2015. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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 Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control Over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, 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 Tri-County Community Action Program, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015**

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the consolidated 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*.
3. No instances of noncompliance material to the consolidated financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.
7. The programs tested as major programs included:
 - U.S. Dept. of Health & Human Services, Low Income Home Energy Assistance – CFDA #93.568
 - U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600
 - U.S. Department of Energy, Weatherization Assistance for Low-Income Persons – CFDA #81.042
 - U.S. Dept. of Health & Human Services, Block Grants for Prevention and Treatment of Substance Abuse – CFDA #93.959
 - U.S. Department of Transportation, Formula Grants for Rural Areas – CFDA #20.509
 - U.S. Dept. of Agriculture, Child and Adult Care Food Program – CFDA #10.558
8. The threshold for distinguishing Type A and B programs was \$343,382.
9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2014

Financial Statement Audit

FS-2014-001

Condition: The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

Recommendation: The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

Prior Year Management Response: Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

Current Status: During our testing, we noted that there were proper policies and procedures in place for the recording, reporting and collection of all receivables. Corrected.

FS-2014-002

Condition: The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

Recommendation: The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

Prior Year Management Response: Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction at June 30 2014.

Current Status: Corrected.

FS-2014-003

Condition: The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations. A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.

One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

Recommendation: Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

Prior Year Management Response: Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

Current Status: Corrected.



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner
 Bob Mullen
 Director

P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

May 9, 2013

G & C

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

Pending _____
 Approved JUNE 5, 2013
 Item # #116

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with Tri-County Community Action Program, Inc. (VC # 177195), 34 Jefferson Road, Whitefield, NH 03598 in the amount of \$98,640.00 to provide Guardianship Services for the NH Department of Corrections from July 1, 2013 through June 30, 2016 effective upon Governor and Executive Council approval with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funding for this contract is available in account, Medical-Dental, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2014, 2015 & 2016 is contingent upon the availability and continued appropriation of funds.

| Tri-County community Action Program, Inc. | | | | |
|---|--------------------|-------------|-------------|-------------|
| Account | Description | SFY 2014 | SFY 2015 | SFY 2016 |
| 02-46-46-465010-8234-101-500729 | Medical and Dental | \$32,850.00 | \$32,850.00 | \$32,940.00 |
| Total Contract Amount: | | | | \$98,640.00 |

EXPLANATION

This contract is for the provision of guardianship and protective services to safeguard the liberty and well being of persons who because of functional limitations have suffered, are suffering, or are likely to suffer substantial harm due to an inability to provide for personal needs, food, clothing, shelter, healthcare, safety or an inability to manage their property or financial affairs. Guardianship and protective services under this contract are to be provided to persons at risk of harm to person or estate whom the State of New Hampshire has responsibility to safeguard pursuant to RSA 21-H:8.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for eight (8) consecutive weeks and notified two (2) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors, incumbents, responded by submitting their proposals. Both vendors were chosen to provide guardianship services due to their geographical

regions of service capability which will provide the New Hampshire Department of Corrections the flexibility to utilize either vendor in the event of a conflict of interest between the vendors and client.

Although the Tri-County Community Action Program, Inc. is in receivership, the New Hampshire Department of Corrections is awarding this contract to the only non-profit entity serving the North Country. In the event that this vendor ceases operation to provide guardianship services, the New Hampshire Attorney General's Office will assist the Department in transferring the cases to the Office of Public Guardian.

This RFP was scored utilizing a consensus methodology by a four person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Helen Hanks, MM, Administrative Director, Division of Medical/Forensic Services, Kim MacKay, MS, Deputy Director, Division of Medical/Forensic Services, Joyce Leeka, RHIA, Medical Operations Administrator, Division of Medical/Forensic Services and Jennifer Lind, Contract/Grant Administrator, Administration.

The New Department of Corrections awarded this contract to the Tri-County Community Action Program, Inc., in the amount of \$98,640.00, to provide guardianship and protective services pursuant to RSA 21-H:8.

Respectfully Submitted,



William L. Wren
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Guardianship Services
RFP Bid Evaluation and Summary
NHDOC 13-02-GFMED

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 45 points
 - b. Organizational Resources and Capability – 25 points
 - c. Program Structure/Plan of Operation – 20 points
 - d. Financial Stability – 10 points
- Awards will be made to the responsive Bidder(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 34 of NHDOC 13-02-GFMED RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Total Estimated Cost, Organizational Resources and Capability, Program Structure and Financial Stability are acceptable to the Department.

Evaluation Team Members:

- a. Helen Hanks, Director, Medical/Forensic Services, NH Department of Corrections
- b. Kim MacKay, Deputy Director, Medical/Forensic Services, NH Department of Corrections
- c. Joyce Leeka, Operations Administrator, Medical/Forensic Services, NH Department of Corrections
- d. Jennifer Lind, Contract/Grant Administrator, Administration, NH Department of Corrections

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

**William L. Wrenn
Commissioner**
**Bob Mullen
Director**

**Guardianship Services
RFP Scoring Matrix
NHDOC 13-02-GFMED**

Respondents:

- Office of Public Guardian, 2 Pillsbury Street, Suite 400, Concord, NH 03301
- Tri-County Community Action Program, Inc., 34 Jefferson Road, Whitefield, NH 03598

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 1. Total Estimated Cost – 45 points
 2. Organizational Resources and Capability – 25 points
 3. Program Structure/Plan of Operation – 20 points
 4. Financial Stability – 10 points

| <i>Evaluation Criteria</i> | <i>RFP Weight Point Value</i> | <i>Office of Public Guardian</i> | <i>Tri-County Community Action Program, Inc.</i> |
|---|-------------------------------|----------------------------------|--|
| Total Estimated Cost | 45 | 36 | 45 |
| Organizational Resources and Capability | 25 | 25 | 25 |
| Program Structure/Plan of Operation | 20 | 20 | 20 |
| Financial Stability | 10 | 10 | 1 |
| Total | 100 | 91 | 91 |

Contract Award:

- Office of Public Guardian, 2 Pillsbury Street, Suite 400, Concord, NH 03301
- Tri-County Community Action Program, Inc., 34 Jefferson Road, Whitefield, NH 03598

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**P.O. BOX 1806
CONCORD, NH 03302-1806**

**603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**Guardianship Services
RFP Evaluation Committee Member Qualifications
NHDOC 13-02-GFMED**

Helen Hanks, MM, Division Director, Medical/Forensic Services:

Mrs. Hanks has served as the Director of the Medical & Forensic Services Division since 2011. Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NH Department of Corrections. She has broad and specific knowledge of the correctional mental health system and behavioral health system, Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments. Mrs. Hanks has a Bachelor of Science in Psychology from Plymouth State College with a Pre-Law minor and a Master of Management in Healthcare from Brandeis University.

Kim MacKay, Deputy Director, MS, Medical/Forensic Services:

Ms. MacKay has served as the Deputy Director of the Medical & Forensic Services Division since December 2012. Ms. MacKay's primary responsibility is to administer and supervise all treatment services for the Director of Medical & Forensic Services to include medical, behavioral and support services. Prior to Ms. MacKay's promotion to the Deputy Director position, she held the position of Administrator of Programs for the Department. Prior to her employment with the Department, Ms. MacKay held the position of Deputy Administrator at the Glencliff Home for three years and Director of Social Services at the Speare Memorial Hospital for fourteen years. Ms. MacKay received her Bachelor's of Science in Behavioral Science from Granite State College and a Master's of Science in Community Psychology from Springfield College. Ms. MacKay's professional goal is to infuse the two work experience fields, social work and corrections, to build on a strengths-based perspective.

Joyce Leeka, RHIA, Medical Operations Administrator, Medical/Forensic Services:

Ms. Leeka has served as the HIM Administrator since 1989. Ms. Leeka currently researches and drafts RFP's for the division with guidance from her supervisors. She has broad and specific knowledge of the correctional mental health system, Laaman and Holliday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Jennifer Lind, MBA, CMA, Contract and Grant Administrator, Administration:

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelor's of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**P.O. BOX 1806
CONCORD, NH 03302-1806**

**603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**Guardianship Services
Bidders List
NHDOC 13-02-GFMED**

Office of Public Guardian

2 Pillsbury Street
Suite # 400
Concord, NH 03301
Roger Jobin, Treasurer
603-224-8041
rjobin@opgnh.org

Tri-County Community Action Program, Inc.

34 Jefferson Road
Whitefield, NH 03598
Peter Higbee, COO
603-837-9561
phigbee@gsgs.org

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



Subject: Provision of Guardianship Services FORM NUMBER P-37 (version 1/09)

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 Corrections | | 1.2 State Agency Address P.O. Box 1806, 105 Pleasant Street, Concord, NH 03302 | |
| 1.3 Contractor Name Tri-County Community Action Program, Inc. | | 1.4 Contractor Address 34 Jefferson Road, Whitefield, NH 03598-1221 | |
| 1.5 Contractor Phone Number 603-837-9561 | 1.6 Account Number 02-46-46-465010-8234 -101-500729 | 1.7 Completion Date 6/30/2016 | 1.8 Price Limitation \$98,640.00 |
| 1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner | | 1.10 State Agency Telephone Number 603-271-5603 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory Peter Higbee, Chief Operating Officer | |
| 1.13 Acknowledgement: State of NH , County of COOS On 4.15.13 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace | | SUZANNE C. FRENCH NOTARY PUBLIC State of New Hampshire My Commission Expires August 13, 2013 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary | | | |
| 1.14 State Agency Signature | | 1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: M.K. Brun On: 5/15/13 | | | |
| 1.18 Approval by the Governor and Executive Council By: DEPUTY SECRETARY OF STATE JUN 05 2013 | | | |

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this Request for Proposal is to provide guardianship services to safeguard the liberty and well-being of persons who, because of functional limitations, have suffered, are suffering, or are likely to suffer substantial harm due to an inability to provide for personal needs for health care, safety or an inability to manage their property or financial affairs.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2013 or upon approval of the Governor and Executive Council of the State of New Hampshire whichever is later through 6/30/2016 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Facilities:

3.1. Location of Facilities for services to be provided is marked with an "X" below:

| Northern Region - Northern NH Correctional Facility Location | | |
|--|------------------------|----------------------|
| Northern Correctional Facility (NCF) | 138 East Milan Road | Berlin, NH 03570 |
| Southern Region - Southern NH Correctional Facility Location | | |
| NH State Prison for Men (NHSP-M) | 281 North State Street | Concord, NH 03301 |
| Secure Psychiatric Unit (SPU) | 281 North State Street | Concord, NH 03301 |
| Residential Treatment Unit (RTU) | 281 North State Street | Concord, NH 03301 |
| NH State Prison for Women (NHSP-W) | 317 Mast Road | Goffstown, NH 03045 |
| Community Corrections - Men (North End House) | 281 North State Street | Concord, NH 03301 |
| Community Corrections - Men (Calumet House) | 126 Lowell Street | Manchester, NH 03104 |
| Transitional Work Center (TWC) | 281 North State Street | Concord, NH 03301 |
| Community Corrections - Women (Shea Farm) | 60 Iron Works Road | Concord, NH 03301 |

3.2. The requested services shall be provided by the Contractor to inmates/patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.

3.3. Locations may be added and/or deleted or reassigned to alternate facilities after the award of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

3.4. Partial proposals for services of any regional area shall not be accepted.

4. Background:

Not all inmates/patients under the custody of the NH Department of Corrections have the ability to make informed decisions. Specifically, public guardians are needed for both inmates and patients for both the person and estate as many of these inmates and patients do not have assets and do meet

public guardianship indigence standards. A growing number of inmates and patients who need guardians have no family willing or able to serve as guardians. To help address this need, the NH Department of Corrections will require guardianship services to be available to the inmates and patients represented by guardianship slots.

5. Current Guardian Slots:

The current estimated number of guardianship slots needed for the NH Department of Corrections is twenty-eight (28). The NH Department of Corrections anticipates the need to provide for two (2) additional guardianship slots per State fiscal year. This is based on the number of commitments estimated for the Sexually Violent Predator Act, effective January 1, 2007, and the increasing number of aging inmates and patients with physical, mental and behavioral issues.

6. Proposed Slots:

It is expected that the NH Department of Corrections will require additional guardianship slots above our current status of twenty-eight (28) to compensate for longer sentences associated with RSA 135-E and our increasing chronically mentally ill population, specifically targeting the elderly.

| SFY 14 | SFY 15 | SFY 16 | SFY 17 | SFY 18 |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| 7/01/13-6/30/14 | 7/01/14-6/30/15 | 7/01/15-6/30/16 | 7/01/17-6/30/17 | 7/01/18-6/30/18 |
| Slots: 30 | Slots: 32 | Slots: 34 | Slots: 36 | Slots: 38 |

7. Provision of Guardianship Services:

- 7.1. The Contractor shall provide guardianship services to persons at risk of harm to person or estate whom the State has responsibility to safeguard pursuant to RSA 135-C:60, Guardianship, 171-A:10, Services for the Developmentally Disabled and 135-E, Involuntary Civil Commitment;
- 7.2. The Contractor shall provide guardianship services to include those actions that are necessary to carry out the duties prescribed by RSA 464-A, Guardians and Conservators, and RSA 547-B, Public Guardianship and Protection Program, including appointments as guardian, co-guardian, conservator or temporary guardian of the person and/or estate of a ward;
- 7.3. The Contractor shall provide guardianship services to include sufficient numbers of staff to adequately carry out, for all inmates/patients, all duties required by statute, letters of authority and the standards set forth in this request for proposal;
- 7.4. The Contractor shall not provide services to any inmate/patient under any contract that results from this Request for Proposal without prior written approval of the NH Department of Corrections;
- 7.5. The Contractor shall provide services to all inmate/patients approved for services by the NH Department of Corrections. If guardianship services are assessed as inappropriate, referrals shall be made to the New Hampshire Disabilities Rights Center, Inc., New Hampshire Legal Assistance or other attorneys so that an administrative appeal or other appropriate legal actions can be taken on behalf of the inmates/patients. Referrals of persons for guardianship services from the Secure Psychiatric Unit and the NH State Prison shall be made through the NH Department of Corrections, which shall review each referral to ensure compliance with the principles contained in RSA 464-A;
- 7.6. Providing guardianship services to inmate/patients, the Contractor shall adhere to the "*Code of Ethics for Guardians*" and the "*Guardianship Standards of Practice*." Both documents are available through the National Guardianship Association, Inc. at www.guardianship.org (The Department acknowledges that the Standards on monthly visits with wards are guidelines and that quarterly or more frequent visits as required by individual circumstances is an acceptable practice);

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Scope of Services
Exhibit A

- 7.7. In providing guardianship and protection services to persons, the Contractor shall seek the maximum degree of restrictive form of intervention consistent with the preservation of the civil rights and liberties of the person serviced and with legal responsibilities. The Contractor, with the assistance of the State, continually shall review and assess the status of all persons served and shall seek less restrictive forms of intervention where feasible and appropriated. In any actions brought in Probate Court to limit or otherwise reduce the scope of a guardianship over a person served, the State agrees that it is necessary to present the State's position on the action proposed.
- 7.8. The State recognizes that the Contractor has responsibilities as an independent decision-maker acting in a fiduciary capacity with respect to the persons to be served and the decisions to be made on behalf of such persons shall not be directed or influenced by the State by any action under this Agreement.
- 7.9. No "direct services" shall be provided to wards (RSA 547-B: 6 II). Direct services include psychotherapy, case management, transportation, financial aid or other social services available through the Department or other governmental or nonprofit agencies; and
- 7.10. Complaints received by the NH Department of Corrections in reference to the services provided under the Contract will be referred to the Contractor for investigation. Results will be provided to the Director of Medical & Forensic Services to the NH Department of Corrections in writing within thirty (30) days concerning the results of the investigation. A report of all written complaints filed against the Contractor shall explain how each such complaint was resolved.

8. Provision of Guardianship Responsibilities:

The following is a general listing of functions to be provided by the Contractor for individuals so named by the Probate Court as wards of a Contractor. This listing and description is not intended to restate existing rules and regulations already in place, but rather its purpose is to clarify the relationship of the Contractor with respect to its wards who need and are receiving services in the Secure Psychiatric Unit and prison facilities. The functions that shall be performed include:

- 8.1. Making decisions regarding the placement of the individual ward, utilizing the standards of least restrictive environment and the best interests of the individual ward;
- 8.2. Ensuring that all legally necessary steps are taken to enable an individual ward to receive comprehensive evaluations and comprehensive treatment and services;
- 8.3. Advocating for and requesting appropriate services for the individual ward utilizing the individual service/treatment planning process following established NH Department of Corrections standards and law;
- 8.4. Being able to give or withhold consent to proposed medical care;
- 8.5. Being available to give or withhold consent, where such is legally necessary, for significant clinical or legal treatment or services;
- 8.6. Ensuring that ward's civil rights are protected within the context of the decision the guardian is making on behalf of a ward and refraining from unwarranted intrusion into the life of a ward;
- 8.7. Assuming responsibility for any and all other duties as are stated in RSA 464-A or as required by the Probate Court;
- 8.8. All the responsibilities referenced above are contingent upon the actual authority granted to each individual court order specifying the extent and scope of guardianship for each individual;
- 8.9. Each public guardian has an affirmative obligation to become as familiar as possible with his or her ward. Beyond the personal visits with a ward and other important and significant people in a ward's life, this obligation can also be met through close interaction with a ward's

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

- case manager/case counselor or other designated NH Department of Corrections personnel who share a responsibility for providing for the needs of the individual;
- 8.10. Accept all guardianship service cases referred by the NH Department of Corrections. The NH Department of Corrections shall make every attempt to obtain a Release of Information form from the proposed ward and share all information obtained about the client with the Contractor except where prohibited from doing so by law. To the extent possible, be involved in the screening process for guardianship and protection cases. If protection services are assessed as inappropriate, referrals will be made to the New Hampshire Disabilities Rights Center, Inc., New Hampshire Legal Assistance or other attorneys so that and administrative appeal or other appropriate legal action can be taken on behalf of the individual ward;
 - 8.11. Agrees to serve the current total persons receiving guardianship and protection services plus any new persons referred. While the NH Department of Corrections shall provide a Contractor letter of approval for each new case assigned, the Contractor may not bill for services until the Contractor is actually appointed as guardian by a Probate Court; and
 - 8.12. In order to perform the stated Guardianship Responsibilities, above, guardians must be kept aware of the facts or circumstances which may impact upon decisions. In order to make informed decisions on behalf of their ward, the public guardians should, to the extent possible, continually maintain significant and appropriate contact with their ward so to assure that their efforts best reflect the personal preferences, value system and desires of the ward. The guardians must seek out information so that they are fully aware of all risks and benefits of any proposed decision, as well as any alternative that may exist.

9. Data Analysis & Reporting:

- 9.1. The Contractor shall provide quarterly reports to the Division of Medical and Forensic Services, which includes but is not limited to, the total number of inmates/patients receiving services, month, site, guardian and how many visits/interactions. This data will enable ongoing analysis by the NH Department of Corrections of the most cost-effective options when considering guardianship services.
- 9.2. The Contractor shall provide a Sample Report that reflects the requirements in section 9.1., above.
- 9.3. The Contractor shall provide an accurate measure of cost per person per day expenditures for the guardianship program and provide this quarterly to the Division of Medical and Forensic Services at NH Department of Corrections.
- 9.4. A Final Report of advantages and disadvantages of how guardianship services are provided include any other items in the scope of work not covered in earlier reports. The Final Report is due thirty (30) days after the expiration date of the contract.
- 9.5. Meetings shall be conducted with the NH Department of Corrections and held periodically, upon mutual agreement, during the contract term to review the scope of work, discuss the cost analyses, explain reports and answer questions.

10. General Service Provisions:

- 10.1. Tools and Equipment: NOT APPLICABLE
- 10.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections and with all statutes, laws, regulations and orders of the Federal, State, County or Municipal authorities that impose any obligation or duty upon the Contractor.

- 10.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to change the Contract, this provision will require Governor and Executive Council approval.
- 10.4. Contractor Employee Information: The Contractor shall be responsible for performing a criminal background check on all potential guardians assigned by the Vendor to provide services to NH Department of Corrections patients, inmates, and/or wards. No individual convicted of a felony or misdemeanor shall be permitted to provide guardianship services. Written proof of such criminal background checks shall be provided to the NH Department of Corrections upon request prior to a guardian's appointment. The Contractor shall be responsible for providing a written certification attesting the background check was completed and meets the terms stated above. If a potential guardian has a relative currently incarcerated, they may not be appointed without prior approval of the NH Department of Corrections.
- 10.5. Licenses, Credential and Certificates: The Contractor shall ensure all Vendor employees meet the requirements of the State and shall possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.
- 10.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 10.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 10.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 10.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 10.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Attention: Operations Administrator, or designee, P.O. Box 1806, Concord, NH 03302.
- 10.8. Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
- 10.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 10.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;

- 10.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 10.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 10.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:
 - 10.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the approval of the New Hampshire Governor and Executive Council, where needed;
 - 10.9.2. Monitoring compliance with the terms of the Contract;
 - 10.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 10.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 10.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 10.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.
- 10.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
 - 10.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 10.11.2. The Operations Administrator or designee of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
 - 10.11.3. Request additional reports and/or reviews that the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 10.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;
 - 10.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - 10.11.5.1. Not in compliance with the terms of the Contract;
 - 10.11.5.2. If satisfactory corrective action in 10.11.4. is not achieved; and
 - 10.11.5.3. Terminate the Contract as otherwise permitted by law.

11. Other Contract Provisions:

- 11.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.

- 11.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - 11.1.1.1. Not in compliance with the terms of the Contract, or;
 - 11.1.1.2. As otherwise permitted by law or as stipulated within this Contract.
 - 11.2. Coordination of Efforts: The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.
- 12. Bankruptcy or Insolvency Proceeding Notification:**
- 12.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
 - 12.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.
- 13. Embodiment of the Contract:**
- 13.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 13.1.1. Request for Proposal (RFP) and any amendments thereto;
 - 13.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 13.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
 - 13.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 13.1.3. shall govern.
 - 13.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.
- 14. Cancellation of Contract:**
- 14.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
 - 14.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
 - 14.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
 - 14.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

15. Contractor Transition:

NH Department of Corrections, at its discretion, to any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

16. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of a Contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

17. Additional Items/Locations:

Upon agreement of both parties, additional equipment, if applicable, and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

18. Information:

- 18.1. In performing its obligations under the Contract, the Contractor may gain access to inmate/patient information, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 18.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 18.3. In the event of unauthorized use or disclosure of the inmate/patient information, the Contractor shall immediately notify the NH Department of Corrections.
- 18.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 18.5. All financial, statistical, personnel and/or technical data supplied by the NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employment, will be considered a violation of this Contract and may result in Contract termination.
- 18.6. The Contractor agrees that all discussions or information gained during this procurement is considered confidential and that no information gathered by the Contractor shall be released without prior consent of the NH Department of Corrections. The Contractor shall maintain in confidence all NH Department of Corrections data and information derived from the data that becomes available to the Contractor in connection with its services under the Contract and shall use such information only for providing services under the Contract. All data and information acquired or developed by the Contractor in performance of the Contract shall be and remain the property of the NH Department of Corrections, except to the extent that such data and information exists outside of the NH Department Corrections and independent of the work under this Contract. This section shall survive the termination of the Contract.
- 18.7. The NH Department of Corrections shall hold ownership, title and rights in any documentation or products created in the course of this Contract by either the NH Department of Correction of the Contractor.

- 18.8. Any information provided to and by the Department in accordance with this Contract shall remain the property of the State of New Hampshire.
- 18.9. At the Department's request, the Contractor shall provide the Department with access to all State owned documents, material, reports, and work in progress relating to this Contract. Upon expiration or termination of this Contract with the Department, the Contractor shall turn over to the NH Department of Corrections all State-owned documents, reports, spreadsheets, and work in progress relating to the Contract at no additional cost to the NH Department of Corrections. All materials provided must be in both printed and electronic format.

19. Public Records:

NH RSA 91-A, guarantees every person access to all public records. This RSA provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

20. Contractor Personnel:

- 20.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 20.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

21. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

22. Special Notes:

- 22.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 22.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 22.3. Locations may be added and/or deleted or reassigned to alternate facilities after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 22.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
- 22.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
- 22.4.2. Secure the Contractor's written agreement to the proposed changes.
- 22.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

**Estimated Budget/Method of Payment
Exhibit B**

2. Fee Structure for Guardianship Services:

2.1. Estimated Budget Schedule, below, to be completed by Vendor.

| | | | |
|--------|---------|----|--------------|
| SFY 14 | \$ 6.00 | 15 | \$ 32,850.00 |
| SFY 15 | \$ 6.00 | 15 | \$ 32,850.00 |
| SFY 16 | \$ 6.00 | 15 | \$ 32,940.00 |
| SFY 17 | \$ 6.00 | 15 | \$ 32,850.00 |
| SFY 18 | \$ 6.00 | 15 | \$ 32,850.00 |

NOTE: * The Vendor shall indicate the total number of slots they can provide annually; and
 ** The chart, above, to be completed by Vendor (may be adjusted by the NH Department of Corrections to reflect contract procurements).

2.2. Contract Period Estimated Yearly Costs:

2.2.1. Estimated Total Cost Year 1: \$ 32,850.00

2.2.2. Estimated Total Cost Year 2: \$ 32,850.00

2.2.3. Estimated Total Cost Year 3: \$ 32,940.00

2.2.4. Contract Period Estimated Total Cost: \$ 98,640.00

2.3. Possible Extension Period Yearly Costs:

2.3.1. Estimated Total Cost Year 4: \$ 32,850.00

2.3.2. Estimated Total Cost Year 5: \$ 32,850.00

2.3.3. Possible Extension Period Total Cost: \$ 65,700.00

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

3. Method of Payment:

- 3.1. The monthly fee for service payment due to the Contractor by the NH Department of Corrections shall be made in the month following the month in which services were performed and shall be based on the contracted cost per person per day rate. This cost per person per day rate will be extended through the date in which the client dies or is terminated from services.
- 3.2. The monthly fee for service shall be calculated as follows:
 - 3.2.1. Multiplying the cost per person per day rate times the total number of days of service provided during the month to each eligible inmate/patient under the Contract.
 - 3.2.2. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
 - 3.2.3. The original invoice shall detail how reimbursement is due for the month, which services were performed, and shall calculate to a total dollar figure. The form shall contain:
 - Identification of the service month;
 - Contract number and period;
 - Statistics which document the number of inmates/patients on the Contractor's caseload during the service month. The statistics shall be recorded on part two (2) of the form and shall specify the number of persons serviced by type of services, the names of cases added or closed during the month. Orders for new guardianship appointments shall be attached to the statistics as soon as they become available. Inmates/patients added during the service month for which the prior approval has not been obtained, but for who the Contractor is seeking reimbursement, must be formally authorized to receive services before they are calculated into the authorized payment due for the service month. A brief explanation shall be provided for any client for whom services have been terminated; and
 - Calculation of the total authorized payment due for the service month.
- 3.3. Original invoices shall be sent to the NH Department of Corrections, Financial Services, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.
- 3.4. Once approved by the Division of Medical & Forensic Services, the original invoices shall be forwarded to the Department's Bureau of Financial Services for processing and issuance of payment.
- 3.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 3.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - 3.6.1. Organization/Agency/Individual Name;
 - 3.6.2. Invoice Date and Number;
 - 3.6.3. Contract Period and Service Month;
 - 3.6.4. Number of Case Loads per Contract Period Rate & Total Due;
 - 3.6.5. Name of Wards (inmates/patients) who received services;
 - 3.6.6. Name of Wards added during billed Service Month; and

**Estimated Budget/Method of Payment
Exhibit B**

- 3.6.7. Name of Wards removed from caseload.
- 3.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 3.8. The Contractor shall follow the State's Fiscal Year Calendar for budgeting purpose. Year One (1) shall end on June 30, 2014.
- 3.9. The Contractor also agrees that full payment for the final month of the Contract period shall not be made by the Department until the Contractor submits the original invoice for the final month of the contract period and receives the Final Report as described in section 9.3., Exhibit A.
- 3.10. Reimbursement for services for persons who have not been screened by the Department will not be reimbursed under the Contract. In instances where guardianship appointments are made without approval granted from the Department, reimbursement for guardianship services may be possible when satisfactory documentation can be presented that such circumstances occurred and reasonable efforts were made to decline such appointments. Such documentation shall be included to an original invoice. If the documentation provided is satisfactory, the Department may make payments for appointments made without approval as long as wards are persons for whom the State has a responsibility to safeguard pursuant to RSA 21-H:8.
- 4. Appropriation of Funding**
- 4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty of termination costs if such funds are not fully appropriated.
- 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit the NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 4.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

The remainder of this page is intentionally blank.

Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.1.1 of the original P-37 contract, Agreement, by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00."
- 1.2. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

ADDENDUM # 1 to RFP 13-02-GFMED

This document must be initialed and returned with your proposal.

RFP: 13-02-GFMED Guardianship Services

RFP Deadline: December 21, 2012, no later than 2:00 EST

Addendum Descriptor: Add Section 38. Public Records to Request for Proposals (RFP) Terms and Conditions to read as follows:

“NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in the proposal (source document) and in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.”

Addendum Descriptor: Add “Non-Disclosure of Right to Know Information Letter to State Agency, if applicable” to Proposal Check Sheet, to page 14.

Addendum Descriptor: Add Section 23. Public Records to Scope of Services, Exhibit A to read as follows:

“NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

disclosure under RSA 91-A:5, IV. If a Contractor believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Contractor must specifically identify that information in the proposal (source document) and in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.”

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections
Division of Medical & Forensic Services

RFP 13-02-GFMED, closing date: 12/21/2012

Vendor Initials: P.H.C.

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Todd C. Fahey, Special Trustee, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly ~~elected Clerk of~~ Appointed Special Trustee/TCC, Inc.
(The Corporation) through Special Trustee
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of ~~Directors~~ of the Corporation duly held on 4/15/13
(Date given authority)

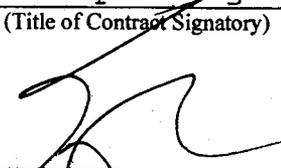
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of guardianship services.

RESOLVED: That the Peter Higbee/Chief Operating Officer
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 4/15/13
(Date Contract Signed)
4. Peter Higbee (is/are) the duly elected Chief Operating Officer
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

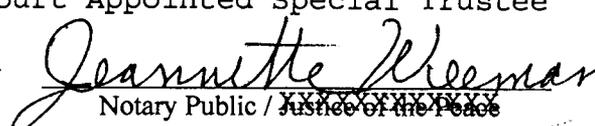


(Signature of the Clerk of the Corporation)
Todd C. Fahey
Court Appointed Special Trustee

STATE OF New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me this 15th day of April, 2013, by Todd C. Fahey
(Name of person signing above, Clerk of the Corporation)
Court Appointed Special Trustee

(NOTARY SEAL)



Notary Public / ~~Justice of the Peace~~

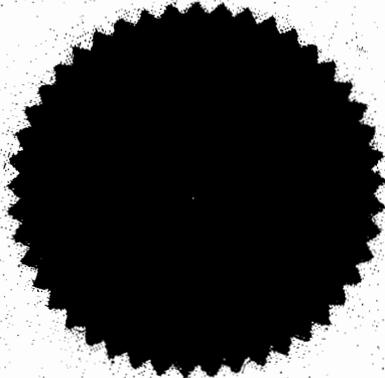
Commission Expires: JEANNETTE M. WEEMAN, Notary Public
My Commission Expires March 10, 2015



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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of March A.D. 2013

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

William M. Gardner
Secretary of State

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

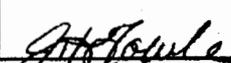
| | | |
|--|---|--|
| PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260 | CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 | |
| | E-MAIL ADDRESS: | |
| INSURED Tri County Community Action Program Inc 30 Exchange Street Berlin, NH 03570 | INSURER(S) AFFORDING COVERAGE NAIC # | |
| | INSURER A : Philadelphia Insurance Co. | |
| | INSURER B : MEMIC Indemnity Company | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> | | | PHPK1051833 | 07/22/2013 | 07/22/2014 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK1051833 | 07/22/2013 | 07/22/2014 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | PHUB429043 | 07/22/2013 | 07/22/2014 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 3102801186 | 07/01/2013 | 07/01/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**** Workers Comp Information ****
 Included states ~ NH
 re: Granite State Guardianship Services

| | |
|---|--|
| CERTIFICATE HOLDER State of NH Dept of Corrections Division of Field Services PO Box 1806 Concord, NH 03302-1806 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

Client#: 53575

TRICO2

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

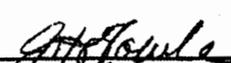
| | |
|--|--|
| PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260 | CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE NAIC # |
| INSURED Tri County Community Action Program Inc 30 Exchange Street Berlin, NH 03570 | INSURER A: Philadelphia Insurance Co. |
| | INSURER B: Memic Indemnity Company |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | PHPK897586 | 07/22/2012 | 07/22/2013 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK897586 | 07/22/2012 | 07/22/2013 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | PHUB390921 | 07/22/2012 | 07/22/2013 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 3102801186 | 07/01/2012 | 07/01/2013 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
****Workers Compensation****
 Excluded Officers: Karen Matthews, William Hatch and Rudy Urban
 Workers Compensation States: NH

| | |
|--|---|
| CERTIFICATE HOLDER State of NH Dept of Corrections, Division of Field Services PO Box 1806 Concord, NH 03302-1806 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$ 1M _____ Per Claim \$ 1M _____ Per Incident/Occurrence \$ 3M _____ General Aggregate

Peter Higbee
Signature & Title
Peter Higbee, Chief Operating Officer

4.15.13
Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

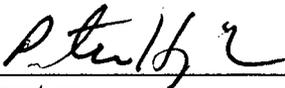
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
- i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Peter Higbee
Name


Signature

4.15.13
Date

Jayne McCabe
Witness Name

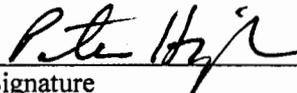

Signature

4/15/13
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Peter Hiqbee
Name


Signature

4.15.13
Date

Jayne McCabe
Witness Name


Signature

4/15/13
Date

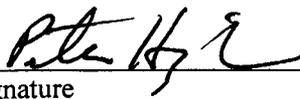
NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Peter Higbee
Name


Signature

4.15.13
Date

Jayne McCabe
Witness Name


Signature

4/15/13
Date

Board of Directors

Section 16

Tri-County Cap, Inc. does not have a Board of Directors at this time. Concurrent with the appointment of a Special Trustee, the Board of Directors was dissolved. The Board will be reestablished after essential management positions have been filled, prior to the departure of the Special Trustee.

DONNA M. C. KEDDY

Career Objective: To utilize my experience in the Probate Forum to advocate for incapacitated individuals for the improvement of their quality of life.

EMPLOYMENT:

1988-Present **Tri-County CAP, Inc. Guardianship Services- Director**
Directorship approved by Board of Directors on 4/21/04.
Acting Director effective 5/13/03.

Assistant Director/Estate Supervisor - 1/01/93-5/12/03

Duties include Management of the Estate and Trust Departments, direct supervision of five financial managers, ie: Estate Managers, Payee Specialist and Benefits Administrator, indirect supervision of entire program staff as Director's designee. This position also includes carrying an Estate and Trust Caseload.

Estate Manager - 6/91-12/92

Duties included the development of a more efficient system to manage and account for wards resources. Continual training and understanding of the Probate System and all public assistance programs and systems, plus Social Security and Veteran Administrative systems. Also carried an Estate and Payee Caseload. Duties also included Administrative Program functions. Direct supervision of estate and support staff.

Administrative Assistant/Staff Guardian – 11/88-12/92

Duties included Administrative Program Functions, Payee Responsibilities, and a guardianship caseload at Glencliff Home for the Elderly.

1985-1989 **Bookkeeper for Diamond International Corporation**
Woodland Division based out of Lancaster/Groveton, NH

EDUCATION:

1973-1977 Ludlow High School, Business Study
Ludlow, MA
National Honor Society

CERTIFICATIONS: Member since 1988, National Master Guardian, Conference Presenter
National Guardianship Association

JAYNE ELIZABETH MCCABE

Career Objective: To work for a customer orientated human services organization that enables me to utilize a variety of leadership and management skills in a challenging setting.

EMPLOYMENT:

8/98- present TRI-COUNTY CAP, INC., GUARDIANSHIP SERVICES

Associate Director - 4/04 to present

Duties include assisting the Director in the overall management of the program, supervision of staff guardians, training and orientation of staff, and quality assurance activities.

Senior Staff Guardian- 11/02 to 4/04

Duties included direct supervision of 7 staff guardians, staff training and orientation, and working with the program management team.

Staff Guardian- 8/98 to 10/02

Duties included making medical and treatment decisions for incapacitated adults, working with treatment teams from a variety of community agencies, and advocacy.

4/83- 11/98 MOORE CENTER SERVICES INC.

Self Determination and Special Projects Director- 2/98 to 11/98

Primary responsibilities included coordination of regional self determination project a part of a state-wide grant from the Robert Wood Johnson Foundation. Primary focus included developing a data collection system, facilitating necessary training, and identification of systems issues which impacted the ability of the consumers to exercise choice and control. Secondary responsibilities included coordination of regional quality assurance activities.

Quality Assurance Director- 11/93 to 2/98

Areas of authority included coordination of regional quality assurance activities; coordination of regional client rights activities including complaint investigation, problem resolution and trend analysis; and, coordination of regional staff development and training activities.

Director of Regional Residential Services- 2/88-11/93

Areas of authority included directing programmatic support and administrative services for residential programs services 127 individuals within a seven community region; management of owned and lease property; negotiating and monitoring subcontracts; formulation and management of program budget.

Residential Supervisor- 3/86 to 2/88

Supervision of staffed residences; recruitment, training and supervision of private residential providers; and, coordination of quality assurance and licensing activities.

Various other positions within the agency- 4/83 to 3/86

EDUCATION:

| | |
|------|--|
| 1986 | NEW HAMPSHIRE COLLEGE, Manchester, NH M.S., Human Services Administration |
| 1983 | SAINT ANSELM COLLEGE, Goffstown, NH B.S., Criminal Justice |

CERTIFICATIONS:

National Guardianship Association- 10/99 to present. National Master Guardian.

PATRICK GILMARTIN

PROFESSIONAL EXPERIENCE:

1994-Present

**Tri-County CAP, Inc., Guardianship Services
Staff Guardian**

Agent of court appointed public guardianship agency. Duties involve advocacy, assistance with entitlement benefits and decision making for mentally incapacitated adults. Position requires knowledge of public policy and laws regarding the mentally handicapped. Annual reports to the courts, court appearances and filing of motions.

1979-1987

**Cypress Center
Residential Staff**

Psychiatric assistant in a short-term residential psychiatric care center and respite facility. Position involved development and implementation of crisis oriented care plans, conducting treatment and socialization groups, individual counseling and daily documentation of treatment progress. Operation of the crisis phone line as well.

1979-1987

Mental Health Center of Greater Manchester- Case Manager

Service coordinator in a community mental health center. Responsibilities included coordination of treatment for chronically mentally ill individuals in various levels of community placements, development and monitoring of annual or services as needed. Group and individual counseling was also provided.

1981-1982

Mental Health Center of Greater Manchester- Residential Coordinator

Coordinator of all residential programs within a community mental health center. The coordinator was responsible for the development and oversight of a HUD subsidized psychiatric group home. Hiring and direct supervision of program staff

was the responsibility of the coordinator. The coordinator wrote a grant to create a transitional apartment program within residential department.

1974-1979

NH State Prison, Concord, NH- Social Worker 1

Mental health therapist and case manager within a maximum security prison. The position began in an autonomous grant funded program providing rehabilitative treatment to convicted felons. Upon expiration of the grant, the unit became part of the institution and the focus became case management based. Discharge planning and prison administrative duties were added.

1974

NH Youth Development Center- Assistant Cottage Parent

Supervisor of young offenders in the state's juvenile detention center. Provision of daily routine and structure as well as the maintaining of security in the institution was primary. Therapeutic interaction and appropriate role modeling while maintaining proper boundaries was expected. Assistance in large group counseling was also expected.

EDUCATION:

1973

Keene State College
Major in Psychology.

PROFESSIONAL AFFILIATIONS:

National Guardianship Association Member- National Certified Guardian

ADDITIONAL EXPERIENCE

1992 - 1993

Canvasser: League of Conversation Voters

1992

Agent: Alliance for Affordable Health Care

1987 - 1991

Owner/Manager Dunlap Photo, Inc.

1973 - 1974

Filmer: American Velcro

JOYCE A. GARMAN

Objective: A position where my nine years of experience as court appointed Guardian and recent National Certification can be utilized to ensure quality of life for those individuals unable to advocate for themselves.

SUMMARY OF QUALIFICATIONS:

Highly motivated advocate of families and individuals in need of multi-agency intervention by State or local providers, in order to bring necessary supports to promote growth and independence.

- Credible relationship with Social Service Agencies in Nashua, NH; Harbor Homes, Community Council, Aids Task Force, Nashua Soup Kitchen and Shelter, DCYF.
- Operational background ensures priorities will be met to meet project deadlines.
- Recognize that individuals should be treated with dignity and respect. Compassionate to the needs of others.

Relevant Experience:

2003 – Present Tri-County CAP, Inc., Guardianship Services - Staff Guardian Assigned individuals with multiple disabilities in both mental health and developmental delay. Advocate for appropriate services in medical care and treatment, day and residential. Work with agencies of various disciplines including, mental health, and area agency, medical and vocational rehabilitation.

1997 – Present Nashua Soup Kitchen & Shelter- On-Call Staff

Work at 2 shelters assisting 25 - 30 clients and families. Provide case management to homeless individuals with various disabilities, including mental illness and physical challenges. De-escalate crisis situations with clients. Maintain progress notes and case management notes on each client. Develop ADL skill level while referring clients to various social service agencies. Assist in completing forms for food stamps, SSI and Section 8.

1998 – Present Guardian and Rep Payee of Social Security

Court appointed Guardian of daughter in 1998 although diagnosis of incapacity (LD & mental illness) became evident in 1993.

Assess and monitor need for additional supports for ADL's to ensure appropriateness of services needed. Attend quarterly and annual ISP's. Maintain a positive relationship with all agencies involved. Responsible for the Ward's

Page 2/JG

Social Security Income disbursement, record keeping and timely reporting of medical, employment and wage status.

2001 – 2006 Co-Guardian of Parent

Initiated guardianship to intervene and assist with Ward's healthcare and legal issues while medically incapacitated. Co-Guardianship with sister continues so that Mother can maintain safe and normal lifestyle in her own home.

1997 – 2003 Core Member- Nashua Wraparound Services

Parent Representative on Wraparound Services Team focusing on the needs of children and families.

- Primary purpose is to support child and family in successful integration into the community, if child has been in residential placement or hospitalized, with supports as needed.
- Needs addressed may be any or all of the following: educational, emotional/psychological, family, medical, housing, legal, recreational and safety to name a few.
- Services are coordinated on an individual basis to meet their needs.
Core Committee Members include representatives from DCYF, Area Agency, Nashua School District, DJJS, and Community Mental Health.

1997 – 2002 Coordinator for Partner's In Time, Macy*s, Nashua, NH

Organized and coordinated 12 - 15 projects annually encouraging community service among employees. Easter Baskets for needy children, food drives, holiday giving tree, Aids Walk are only a few of the many programs involved. Supervised over 50 employees for each of these projects. Resulted in recognition of the Nashua Store by Corporate Office (Herald Square, New York).

1986 – 2003 Administrative Assistant to VP/General Manager of Macy*s Department Store.

Worked independently to execute all administrative functions in addition to purchasing, accounts payable, and customer service.

EDUCATION: Northern Essex Community College: Executive Secretarial course of study. Additional credits from Hesser College and Rivier College in business

- National Guardianship Association- National Certified Guardian
- Crisis Prevention Intervention Certified
- First Aid/CPR Certified
- Notary Public

Tri-County CAP, Inc./GS
JOB DESCRIPTION

Position Title: Staff Guardian

Responsible To: Director, Associate Director

Position Objective:

The primary responsibilities of this position are to provide guardianship services to an assigned case load; to maintain ward records according to program requirements, and to participate in after hours coverage.

Essential Responsibilities:

- Meet with ward and/or treatment team according to ward's needs and program policy.
- Develop and maintain a working relationship with treatment providers.
- Assure that treatment is provided in the ward's best interest and in the least restrictive setting.
- Advocate for needs of wards and for changes in treatment as necessary.
- Provide informed consent as necessary and appropriate.
- Promote ward's autonomy and decision making skills.
- Maintain records and documentation in a manner that reflects current status of wards and plans developed to address ward's issues.
- Complete guardianship reports and plans accurately in accordance with program requirements.
- Demonstrate an adequate understanding of guardianship statutes and program policies.
- Demonstrate a working knowledge of state standards for treatment providers.
- On-call responsibilities as assigned.
- Provide support and supervision for volunteers assigned to wards.
- Other duties as required.

Note: Job descriptions are subject to change as circumstances warrant with or without notice. Compliance with all Agency and Program policies and procedures are mandatory.

**JOB DESCRIPTION FOR STAFF GUARDIAN
PAGE 2**

Qualifications:

- B.A. in Human Services and/or experience in advocacy.
- Ability to work with minimal supervision.
- Flexible schedule.
- Good problem solving skills in short term, high stress situations.
- Excellent to good communication skills.
- Valid driver's license and vehicle.
- Excellent observation and communication skills.
- Ability to perform all necessary job requirements consistent with employee's job title and/or job description
- May require lifting up to fifty (50) pounds.

SALARY:

- 40 hours per week position
- Exempt Status – Full Time Benefit Package
- Salary range: \$24,960.00 to \$38,480.00 annually.

| | |
|-------------------------|------|
| Employee | Date |
| Associate Director | Date |
| Director | Date |
| Chief Executive Officer | Date |

Sherri P. Litchfield

Education:

Associates Degree – Liberal Arts
New Hampshire College

Experience:

Tri County CAP, Inc., Guardianship Services
18 Low Avenue
Concord, NH 03301
(603) 224-0805

2010 - Current

Staff Guardian:

Primary responsibilities include:

- *Provide advocacy and informed consent on behalf of individuals deemed by the Probate Court as incapacitated and unable to make informed decisions.
- *Advocate for the needs of individual's and for changes in treatment as necessary.
- * Provide informed consent as necessary and appropriate in regards to medical issues that include but not limited to medication authorization, and medical treatment.
- * Maintain records and documentation.
- *Develop and maintain a working relationship with treatment provider's that ensure all services being provided are in the individual's best interest and is in the least restrictive setting.
- *Attend court hearings as required.

American Red Cross
2 Maitland Street
Concord, NH 03301
(603) 225-6697

2007 - 2009

Director of Health & Safety:

Responsibilities included:

- *Scheduling all community classes and arranging for instructors to teach classes being offered.
- *Oversaw the ordering of all Health & Safety equipment and supplies required for classes.
- *Supervised per diem instructors and worked closely with out side instructors to ensure that all Red Cross classes were being conducted per American Red Cross standards.
- *Taught First Aid, CPR (Adult/Infant/Child) when needed. Supervised and oversaw training of all volunteers within the Health & Safety department.
- * Responsible for promoting and selling Health & Safety classes to companies and organizations.
- *Conducted and promoted other Red Cross trainings such as Prepare New Hampshire, Speakers Bureau, Disaster Services, Services to the Armed Forces, and the LNA program. Additional responsibilities included data entry, developing annual budget, and extensive travel throughout New Hampshire.

Granite Bay Connections, Inc.
54 Old Suncook Road
Concord, NH 03301
(603) 224-5588

Director of Quality Assurance:

2001 - 2007

Responsibilities included:

*Ensuring that all homes that Granite Bay Connection operated met all the requirements for State Certification and full compliance for re-certification. This included monitoring documentation, communication, and implementation of all service components.

*Also responsible for staff development and training to ensure compliance with state regulations which included, but was not limited to, Client Rights, Overview of Developmental Disabilities, Learning Skills, Blood Borne Pathogens, and HIPPA.

* Served as the agency HIPPA officer and monitored internal complaints.

*Supervised the agency RN Nurse Trainer to ensure compliance with the state regulation that governs medication administration to all individuals receiving services.

*Maintained direct contact with all local and state agencies to ensure that all means of communication is happening.

Program Manager Director:

Provided direct support and supervision to Program Managers and the Clinical team members.

Monitored all residential and vocational programs; maintained close contact with state agencies to address issues that required immediate attention.

Responsible for maintaining all internal documentation and all documentation going to state and local agencies.

Worked closely with the CEO and VP for all major decisions involving the agency in the area of Clinical Development and outside contracts.

Also worked closely with the MIS Director and Director of Human Resources in all financial matters and personnel matters.

Lakes Region Community Services Council, Inc.
Main Street
Laconia, NH 03246
(603) 524-8811

Resource Coordinator:

1992 – 2001

Provided support and assistance to individuals and families in the coordination of services, dependent on the individual needs.

Assisted in the monitoring and accessing medical, educational, and psychological services needed.

Assisted with the process of applying for benefits as needed, monitored all financial resources as required, and acted as a liaison between consumers, guardians, and service providers.

Provided information and referral to all necessary parties, pursued guardianship services when appropriate.

Also served as the Adult Intake Coordinator for the region which entailed helping to determine eligibility for agency services.

Easter Seal Society of NH
Route 106
Belmont, NH 03246
(603) 524- 8552

Program Manager:

1985 – 1992

Started as Production Coordinator in 1985, promoted to Vocational Services Coordinator, and than to Program Manager. Various duties ranging from subcontract maintenance, to coordination of all services, including but not limited too, medical, transportation and educational opportunities.

References:

Available Upon Request

Maureen Tremblay

Objective

I would like to secure a position in the Human Service field in which I could use my extensive Human Service background, both administrative and direct support, use my ability to work with people and make a positive contribution to the agency.

Qualifications

- Recognized for my ability to connect with and gain trust of clients, and work cooperatively with them
- Strong ability to work alone and make important decisions or work as part of a team
- Have worked with people who are developmentally disabled, suffer from dementia and chronic mental illness and have been a skilled advocated for the people I work with as I believe in the need for advocacy for this population
- Strong written and oral communication skills
- Excellent computer skills

Education

Hesser College
Manchester, NH 03103

Associate Degree Graphic Design
Graduated 2003 Summa cum Laude

Hesser College
Manchester, NH 03103

Associate Degree Paralegal Studies
Graduated 1992 Magna cum Laude

Relevant Experience

- May 2010 – Present
Institute for Professional Practice
Home Care Provider for DD Adult
Theresa Robertson, coordinator
- September 2005 – May 2010
Anne Greene
Companion for Woman with beginning Dementia
Client moved to Southern, NH
- April 2009 – August 2010
For professional Practice
Direct care for adult with multiple mental health diagnoses institute
Client was moved to a group home out of state
- September 1992 – August 2002
NH Division of Human Services
Case Technician II
Left due to illness

References

References Available Upon Request

Jessica Dupont

Profile

I am friendly, loyal and clearly dedicated individual who has an ambition to succeed in any given environment. I love to learn, and I'm always up to a challenge whatever the situation. I get along well with others, work great as a team also on my own. I am seeking a position where I can develop and excel while giving my best to an employer.

Education

White Mountain Regional High School - Whitefield, NH
High School Diploma (2001 - 2004)

Work Experience

Pelletier Property Management, Administrative Assistant (October 2010 – June 2011)

•Collect tenants rent money •Customer Service •Answer phone properly •Take messages •Set up appointments •Call Tenants/Prospects •Take information •Operate a computer •Fax, Mail, Email • File/Scan paperwork •Add/change tenant information

Hunkins & Eaton Insurance Agency- All Staff, Customer Service Rep (July 2010 – September 2010)

•Customer Service •Answer phone properly •Take information from insured •Operate a computer •Fax, Mail, Email •File/Scan paperwork •Add or change customers information •Make policy changes •Quote •Process renewals

Marshall Insurance Agency, Customer Service Rep (May 2008 – June 2010)

• Customer Service •Answer phones properly •Take information from insured •Make policy changes •Operate a computer •Fax, Mail, Email •File/Scan paperwork •Add or change customers information •Quote •Write new policies •Download policy information •Process renewals

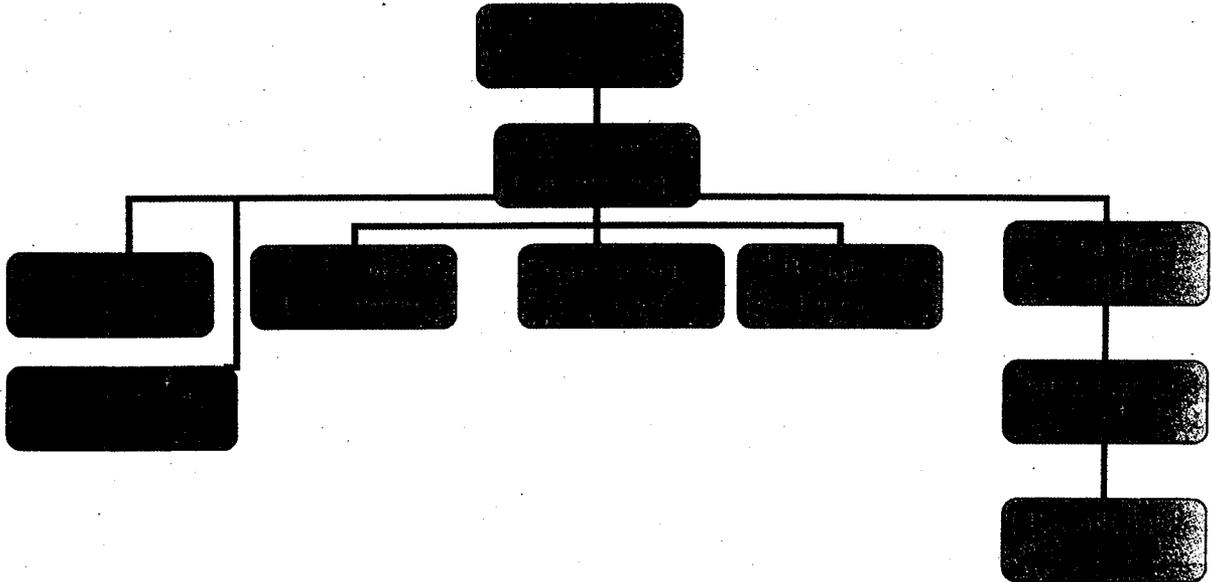
Highlights

Computer literate, Ability to multi task in fast paced environment, Excellent customer service skills, Communicate well with all individuals, Answer phones and take messages properly, faxing, emailing, Scanning and filing documents, Hard worker and very friendly.

Reference

References Available on Request

Organizational Chart Section 18



Employees:

- Chief Operations Officer, Tri County CAP, Inc.- Peter Higbee
- Director, Tri-County CAP, Inc., Guardianship Services- Donna M.C. Keddy (full time)
- Administrative Associate- Jessica (Dupont) Pelletier (full time)
- Receptionist- Pauline German (full time)
- Estate Department- Katherine Stinson (full time)
- Benefits Administrator – Vacant (full time), Shelba Tetu, Benefits/Payee Specialist (full time)
- Payee Administrator - Louise Jordan (full time), Diane Cross, Administrative Secretary/Payee Specialist (full time)
- Associate Director- Jayne McCabe (full time)
- Guardians- Patrick Gilmartin (full time), Joyce Garman (full time), Sherri Litchfield (full time), Maureen Tremblay (full time) and one vacancy (full time).
- Receptionist- Andrea Baird (part time)

Resumes of All Personnel Involved with the Program
Section 19

The following resumes for key staff can be located in Section 17: List of Key Personnel, Salaries, and Resumes

Donna Keddy- Program Director
Jayne McCabe- Associate Director
Patrick Gilmartin- Staff Guardian
Joyce Garman- Staff Guardian
Sherri Litchfield, Staff Guardian
Maureen Tremblay, Staff Guardian
Jessica (Dupont) Pelletier- Administrative Associate
Job Description for vacant Staff Guardian Position

Resumes for the following personnel represent the balance of Program staff:

Shelba M. Tetu- Client Services System Administrator
Katherine Stinson- Estate Guardian
Louise H. Jordan- Payee Administrator
Diane F. Cross- Administrative Secretary/ Payee Specialist
Job Description for vacant Benefits Administrator Position
Andrea M. Baird- Receptionist
Pauline German - Receptionist

Shelba M. Tetu

EDUCATION

June 06, 2004 Granite State College (603) 444-3439
646 Union Street, Littleton, NH 03561
B.S. Criminal Justice

June 6, 2003 Outstanding Achievement Award/Criminal Justice
Granite State College

June 30, 2003 Corrections Certificate
Granite State College

June 9, 2002 Granite State College (603) 444-3439
646 Union Street, Littleton, NH 03561
Associates Degree in Arts/General Studies

April, 1990 Empire Beauty School (603) 524-4829
376 Court Street, Laconia, NH 03246
Diploma, Perfect Attendance

June, 1987 Groveton High School (603) 636-1619
38 State Street, Groveton, NH 03582
Diploma

EMPLOYMENT HISTORY

Sept. 26, 2005 – Present **Tri-County CAP, Inc. /GSGS**
(603) 837-9561
Administrative Associate/Estate Manager
34 Jefferson Road, Whitefield, NH 03584
*Verify Guardianship accounts
*Deposits/Disburse checks
*Accountings for Probate Court
*Payee Reports for Social Security
*Process benefits
*Provide secretarial support

Feb.2, 1996 - Present **Razz Ma Tazz, Cosmetologist/Stylist**
(603) 869-3152
2017 Main Street, Bethlehem, NH 03574

p/2-ST

- *Co-Manage, accountant and orders
- *Haircuts, Perms, Coloring and styling
- *Payroll and Bank Deposits
- *Answer phone and make appointments

Jan. 13, 2003 – Mar 15, 05 **N.H. Department of Safety, Counter Clerk**
(603) 271-1190
Dartmouth College Rd, Twin Mt., NH 03305

- *Utilize personal computer to complete titles/ registrations and enter documentation into database
- *Verify applications
- *Word processing
- *Answer telephone
- * Bank deposits

Oct. 4, 1999 - Feb. 22, 2002 **Passumpsic Bank, Mortgage Loan Specialist**
(603) 444-1730
81 Meadow Street, Littleton, NH 03561

- * originate mortgage/construction loans, and assist in the closings
- * Interviewing and presentations
- * Responsible for monitoring applications and making sure the loan meets all underwriting and pre-closing conditions
- * Clerical and computer experience
- * Previous Service Representative Experience

June 19, 1985 - June 11, 2001 **Ames Dept. Store, Customer Service**
(603) 636-2850
Route #2, Groveton, NH 03582

- * Customer Service Desk, Cashier, Layaway
- * Cash office
- * Managed Ladies and Housewares Dept.

Katherine Stinson

Objective

To obtain a position working and helping others while gaining more knowledge and experience.

Highlights of Qualifications

Assist with the running of final reports and maintenance for the financial database system

- Computer: Internet and Research Engines, Microsoft Word, Microsoft PowerPoint, and some Microsoft Excel
- Verbal and written communications
- Work well independently and in a team
- Attention to detail and ability to multitask
- National Guardianship Association- National Certified Guardian
-

Education

Bachelor of Science in Psychology– Plymouth State University, 2007

Concentrations – Mental Health and Psych and Law

Independent Research Project on Sexual Abuse Laws

Work Experience

Administrative/ Estate Assistant

Tri-County CAP, Inc. – Whitefield, NH

Provide administrative support to the Director,

(October 2007- Present)

Associate Director, and Program Administrator

Provide support to estate staff members on all levels

Assist with the running of final reports and maintenance

for the financial database system

Administrative Tasks

Some Financial Tasks

Sales Associate

Jiffy Mart – Lancaster, NH

Answer customer questions and concerns

(June 2006- January 2008)

Develop positive solutions to meet issues

Observe/card customers for legal purchases

Checking in products and stocking

Store closing responsibilities

Deli –Preparing Food, Cooking, and Cleaning

Data Processor Assistant

Lee F. Carroll, PE – Gorham, NH

Assistant typist as needed basis for

(2001-Present)

Electrical Engineering Company

Customer Service Associate

Santa's Village – Jefferson, NH

Public relations

(June 2001- December 2005)

Monitor safety requirements and adherence

LOUISE H. JORDAN

Objective: A position where my years of experience managing financial matters can be utilized to ensure quality of life for those individuals unable manage for themselves.

SUMMARY OF QUALIFICATIONS:

Highly motivated advocate of individuals in need of assistance in managing their limited public assistance or retirement funds as wisely as possible to meet their needs.

- *Operational background ensures priorities will be set to meet project deadlines.*
- *Recognize that individuals should be treated with dignity and respect. Compassionate to the needs of others.*

Relevant Experience:

2001-Present *Payee Administrator/Specialist of Tri-County CAP, Inc. assigned individuals with multiple disabilities in both mental health and developmental delay. Manage public assistance and/or retirement funds to maintain health and well-being, maintain a cash flow budget and pay all monthly obligations to secure placement, address unexpected or emergency financial needs and personal requests as funds allow.*

1998-2001 Receptionist @ White Mountain Mental Health/Common Ground

General reception duties, supply management, assorted correspondence and payroll.

1988-1998 Accounts Manager @ F.B. Spaulding Co

Managed all accounts receivable and payable, payroll, correspondence, customer relations and services.

1971-1987 *State of NH-Motor Vehicle Clerk*

Processed automobile registration, driver's license application, prepared deposits

EDUCATION: *High School diploma – White Mountain Regional High School*

p/2-DC

Item Processor

Passumpsic Savings Bank 10/20/2006 – 11/10/2006

(Siwooganock Bank) 04/01/2002 – 10/19/2006

Lancaster, NH

- Operated proof machine to enter client transactions and process document images accurately and in a timely manner
- Communicated effectively with supervisors and colleagues
- Accurately executed daily tasks and reports
- Handled stressful situations appropriately, found solutions to challenges
- Responsible for ordering supplies to maintain daily usage of office equipment

PC Operator

Salomon Smith Barney, Inc. 10/1991 – 06/2001

Manchester, NH

- Performed accurate entry of client information in company database
- Provided daily contact reports to financial consultants
- Maintained clients' business files through use of specialized computer software
- Responsible for daily preparation and mailing of form mailings as well as mass mailings
- Maintained client and office files in an organized and retrievable manner

EDUCATION/TRAINING

- National Honor Society graduate from Central High School, Manchester, NH

**Tri-County CAP, Inc.
Guardianship Services**

JOB DESCRIPTION

Position Title: Benefits Administrator
Responsible To: Director or Designee

Position Objective: To research, secure, protect, and maintain all benefits that our wards and clients are entitled to.

Essential Responsibilities:

- Provide office and telephone reception in a cordial and professional manner.
- Provide support to staff members on all levels as needed.
- Provide administrative support to the Director and Associate Director as needed.
- Assure that all required information is gathered and provided to protect the Medicaid Eligibility of the wards and clients of Tri-County Action Program, Inc. including, but not limited to, the completion of all initial and redetermination Medicaid Forms, non-medical and psychiatric evaluation forms, research, tracking, and obtaining all historical documentation, birth certificates, marriage certificates, social histories, etc.
- Assure that all rep-payee applications are completed as required and submitted via facsimile to the designated contact person at the Littleton Social Security Office. Be the primary contact person as designated by TCC director in conjunction with the designated contact representative at the Social Security Office for all requirements.
- Assure by tracking that all required representative payee reports are completed and submitted to the Social Security Administration in conjunction with the Payee Specialist and Payee Associate.
- Prepare and complete accurate reporting forms to Railroad Retirement, Veterans Administration or any and all reports so required by any other organization in reference to benefits received and maintained for our wards/clients.
- Maintain the electronic deposit system to process daily funds received from all resources. This will be in conjunction with the Director and the Program Associate.
- Maintain the network database system as needed to reflect the most up-dated and accurate information.

Benefits Administrator
Job Description
Page 2

- Provide consultation to all staff members on State and Federal benefit requirements.
- Train, support, and supervise administrative assistant and benefits associates.
- Assure by tracking and direction that all delegated tasks given to Administrative Associates are completed timely and by all requirements, including program policies and protocols.
- ORGANIZATION IS ESSENTIAL.
- Maintain accountability of time and resources in the format set by Program Policies and Procedures is essential.
- Maintain files in an organized and retrievable manner as outlined by program policies and procedures. Each file's setup should be identical.
- Develop a basic understanding of Guardianship Laws and Responsibilities.
- All other duties deemed necessary by the Director or Designee.

***NOTE:** Job Descriptions are subject to change as circumstances warrant with or without notice. Compliance with all Agency and Program Policies and Procedures are mandatory.

Qualifications:

Experience with the Social Services delivery system is helpful.
Knowledge of office procedures and practices.
Experience/knowledge of Medicaid and public assistance benefits and requirements is preferred, but not necessary.
Must have willingness and ability to learn and retain the changing requirements of this position.
Accurate typing skills.
Computer Literacy Necessary.
Ability to Work Independently as well as in a Group Environment
Must have excellent observation and communication skills, both oral and written, and the ability to hear within normal range.
Valid driver's license.
Requires normal vision range.
May require lifting up to (50) Fifty pounds.

Salary:

40 hour per week position w/benefits "Exempt Status"
Range: \$24,960.00 to \$29,120.00 Annually

Employee Date

Director Date

Chief Operating Officer Date

Revised 12/2012

**TRI-COUNTY COMMUNITY
ACTION PROGRAM, INC.**

AUDITED FINANCIAL STATEMENTS

**FOR THE YEAR ENDED
JUNE 30, 2012**

INDEX TO FINANCIAL STATEMENTS

Financial Statements

| | |
|---|-------|
| Independent Auditor's Report..... | 1-2 |
| Statement of Financial Position | 3 |
| Statement of Activities..... | 4 |
| Statement of Cash Flows | 5 |
| Notes to the Financial Statements..... | 6-21 |
| Supplemental Schedule of Functional Expenses..... | 22-23 |

INDEPENDENT AUDITOR'S REPORT

Todd C. Fahey, Esq.
Court-Appointed Special Trustee
Tri-County Community Action Program, Inc.
Berlin, New Hampshire 03570

We have audited the accompanying statement of financial position of Tri-County Community Action Program, Inc. (a nonprofit organization) as of June 30, 2012, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

Except as discussed in the following paragraph, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As more fully described in Note B, Tri-County Community Action Program, Inc. had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The effects on the financial statements of that departure from those accounting principles are not reasonably determinable.

In our opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary had the opening balance of the net assets referred to in the preceding paragraph been susceptible to satisfactory audit tests, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note B to the financial statements, Tri-County Community Action Program, Inc. implemented the requirements of FASB ASC 958 and recorded the current year changes in net assets by class as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions.

The accompanying financial statements have been prepared assuming that the entity will continue as a going concern. For the year ended June 30, 2012, the Organization used restricted net assets for unrestricted purposes that contravene the donor's restrictions amounted to \$321,749. These factors, and others discussed in Note Q, indicate that the entity may be unable to continue in existence. The financial statements do not include any adjustments relating to the recoverability and classification of recorded assets or the amounts and classifications of liabilities that might be necessary in the event the entity cannot continue in existence.

The financial statements of Tri-County Community Action Program, Inc. as of and for the year ended June 30, 2011 were audited by other auditors whose report thereon, dated March 30, 2012 expressed an unqualified opinion. As part of our audit of the 2012 financial statements, we also audited the adjustments described in Note P to the financial statements that were applied to restate the 2011 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2011 financial statements of Tri-County Community Action Program, Inc. other than in respect of the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2011 financial statements taken as a whole.

In accordance with Government Auditing Standards, we have also issued our report dated March 28, 2013, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Expenses on pages 21 and 22 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.

Mason + Rich, P.A.

MASON + RICH PROFESSIONAL ASSOCIATION
Certified Public Accountants

March 28, 2013

TRI-COUNTY COMMUNITY ACTION PROGRAM

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2012

| ASSETS | |
|---|---------------------|
| CURRENT ASSETS | |
| Restricted Deposit Account - Guardianship | \$ 255,759 |
| Accounts Receivable, Net | 626,033 |
| Inventories | 99,759 |
| Total Current Assets | <u>981,551</u> |
| PROPERTY AND EQUIPMENT | |
| Plant and Equipment | 10,260,796 |
| Less: Accumulated Depreciation | <u>(3,410,650)</u> |
| Net Property and Equipment | <u>6,850,146</u> |
| OTHER ASSETS | |
| Restricted Cash - Debt Service | 186,516 |
| Other Assets | <u>46,174</u> |
| Total Other Assets | <u>232,690</u> |
| TOTAL ASSETS | <u>\$ 8,064,387</u> |
| LIABILITIES AND NET ASSETS | |
| CURRENT LIABILITIES | |
| Current Portion of Long-Term Debt | \$ 3,337,972 |
| Current Portion of Lease Payable | 30,067 |
| Line of Credit | 793,976 |
| Bank Overdraft | 8,046 |
| Accounts Payable | 1,001,434 |
| Accrued Compensated Absences | 406,689 |
| Accrued Salaries | 114,987 |
| Accrued Expenses | 14,753 |
| Other Liabilities | <u>630,759</u> |
| Total Current Liabilities | <u>6,338,683</u> |
| LONG-TERM LIABILITIES | |
| Long-Term Debt, Net of Current Portion | 930,918 |
| Lease Payable, Net of Current Portion | 39,603 |
| Interest Rate Swap at Fair Value | <u>114,433</u> |
| Total Long-Term Liabilities | <u>1,084,954</u> |
| TOTAL LIABILITIES | <u>7,423,637</u> |
| NET ASSETS | |
| Unrestricted | (321,749) |
| Temporarily Restricted | <u>962,499</u> |
| TOTAL NET ASSETS | <u>640,750</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 8,064,387</u> |

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2012

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Total</u> |
|---|---------------------|-----------------------------------|--------------------|
| SUPPORT AND REVENUES | | | |
| Grants and Contracts | \$ 15,732,761 | \$ 686,718 | \$ 16,419,479 |
| Program Funding | 1,935,620 | - | 1,935,620 |
| Utility Programs | 671,725 | - | 671,725 |
| In-Kind Contributions | 411,442 | - | 411,442 |
| Contributions | 266,155 | 80,481 | 346,636 |
| Fundraising | 54,929 | - | 54,929 |
| Rental Income | 44,496 | - | 44,496 |
| Interest Income | 884 | - | 884 |
| Gain (Loss) on Disposal | 2,247 | - | 2,247 |
| Other Revenue | 212,551 | - | 212,551 |
| Total Support and Revenues | <u>19,332,810</u> | <u>767,199</u> | <u>20,100,009</u> |
| NET ASSETS RELEASED FROM RESTRICTION | | | |
| Expiration of Program Restrictions | - | - | - |
| OPERATING EXPENSES | | | |
| Agency Fund | 1,515,511 | - | 1,515,511 |
| Headstart | 2,522,460 | - | 2,522,460 |
| Guardianship | 814,151 | - | 814,151 |
| Transportation | 1,055,705 | - | 1,055,705 |
| Volunteer | 129,170 | - | 129,170 |
| Workforce Development | 534,984 | - | 534,984 |
| AOD | 1,545,026 | - | 1,545,026 |
| Carroll County Dental | 595,841 | - | 595,841 |
| Carroll County Restorative Justice | 261,197 | - | 261,197 |
| Support Center | 311,910 | - | 311,910 |
| Homeless | 908,177 | - | 908,177 |
| Energy & Community Development | 9,619,568 | - | 9,619,568 |
| Elder | 1,326,239 | - | 1,326,239 |
| Total Operating Expenses | <u>21,139,939</u> | <u>-</u> | <u>21,139,939</u> |
| OTHER EXPENSES | | | |
| Loss on Interest Rate Swap | 44,620 | - | 44,620 |
| TOTAL EXPENSES | <u>21,184,559</u> | <u>-</u> | <u>21,184,559</u> |
| CHANGES IN NET ASSETS | <u>(1,851,749)</u> | <u>767,199</u> | <u>(1,084,550)</u> |
| <i>Net Assets, Beginning of Year as Previously Reported</i> | 2,235,260 | - | 2,235,260 |
| <i>Prior Period Adjustment, see Note P</i> | (705,260) | 195,300 | (509,960) |
| <i>Net Assets, Beginning of Year, as Restated</i> | <u>1,530,000</u> | <u>195,300</u> | <u>1,725,300</u> |
| Net Assets, End of Year | <u>\$ (321,749)</u> | <u>\$ 962,499</u> | <u>\$ 640,750</u> |

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES

| | |
|---|------------------|
| Decrease in Net Assets | \$ (1,084,550) |
| Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities: | |
| Depreciation | 510,568 |
| Gain on Disposal of Property | (2,247) |
| Loss on Interest Rate Swap | 44,620 |
| (Increase) Decrease in Operating Assets: | |
| Restricted Deposit Account - Guardianship | (255,759) |
| Accounts Receivable | 401,365 |
| Inventories | (20,726) |
| Other Assets | (13,558) |
| Increase (Decrease) in Operating Liabilities: | |
| Bank Overdraft | (222,316) |
| Accounts Payable | 323,594 |
| Accrued Compensated Absences | 11,789 |
| Accrued Salaries | 8,387 |
| Accrued Expenses | 53,608 |
| Other Liabilities | 630,759 |
| Deferred Revenue | (670,752) |
| Total Adjustments | <u>799,332</u> |
| <i>Net Cash Used in Operating Activities</i> | <u>(285,218)</u> |

CASH FLOWS FROM INVESTING ACTIVITIES

| | |
|------------------------------------|--------------|
| Proceeds from Disposal of Property | <u>2,247</u> |
|------------------------------------|--------------|

CASH FLOWS FROM FINANCING ACTIVITIES

| | |
|--|----------------|
| Net Proceeds from Line of Credit | 272,036 |
| Repayment of Long-Term Debt | (107,411) |
| Net Proceeds from Long-Term Debt | 143,000 |
| Repayment of Capital Lease Obligation | (25,288) |
| <i>Net Cash Provided by Financing Activities</i> | <u>282,337</u> |

NET DECREASE IN CASH AND CASH EQUIVALENTS

(634)

Cash and Equivalents, Beginning of Year

187,150

Cash and Equivalents, End of Year

\$ 186,516

Supplemental Disclosure of Cash Flow Information

Cash Paid During the Year For:

Interest

\$ 222,133

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS

A | NATURE OF ACTIVITIES

Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit Corporation that operates a wide variety of community service programs which are funded primarily with grants or contracts from various federal, state, and local agencies.

A description of the major programs is as follows:

Agency

The Northern Forest Heritage Park (the Park) provides hundreds of individuals with an educational experience as they visit a full-size replica logging camp, interactive exhibits, the Brown Company House Museum, the Artisans' Display Gallery and gift shop, as well as boat tours, cultural festivals, demonstrations, and competitions. The Park is also available for community and family events.

Agency activities also include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organizations real estate property.

Head Start

Head Start serves hundreds of children and their families in seventeen classrooms at eleven locations throughout the three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship

The Organization's guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire (NH) residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. Our fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Workforce Development

Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. We also serve uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers.

Support Center

The Organization's Support Center at Burch House is a domestic and sexual violence crisis center that provides direct service and shelter to victims of domestic and sexual violence in Northern Grafton County. Support groups for victims and survivors are provided all year long. Violence prevention programs reach out to students in grades 4-12 and to civic and community groups, as well as to other health and human service professionals in the area.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Offices in eight locations are our outreach sites for local participant access. Applications for energy assistance programs, rental security deposit assistance and other emergency services are taken at these community contact offices. These offices also provide information to the Organization's clients about their other programs and programs available through other organizations in the community

Elder

The Organization's elder program provides senior meals in 12 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming; Adult Day Services including respite for those caring for an adult who requires assistance with activities of daily living, support groups, caregiver education, and in-home assessments; Coos County ServiceLink Aging & Disability Resource Center, which assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

B | SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Estimates

The preparation 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, 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. Accordingly, actual amounts could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental. Management has concluded that realization losses on balances outstanding at year-end will be immaterial. Therefore, past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history and the age of the accounts receivable. The Organization does not charge interest on outstanding accounts receivable.

Inventories

Inventory consists of donated clothing and household items which are sold through the organizations thrift store in Lancaster, NH. These items are valued at the price for which they can be sold.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Inventory also includes weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory of the thrift store items and weatherization materials is taken annually. Cost is determined using the first-in, first-out (FIFO) method.

Property and Equipment

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred. Estimated useful lives are as follows:

| | |
|----------------------------|----------------|
| Buildings and Improvements | 20 to 40 years |
| Furniture and Equipment | 5 to 15 years |

Change in Accounting Principle

For the year ended June 30, 2012, the Organization changed its method of accounting for the difference between its assets and liabilities to comply with the requirements of FASB ASC 958 and reported its net assets according to the three classes as discussed below.

Net Assets

The Organization is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2012.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Contributions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Materials and Services

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

In-Kind Donations

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Advertising

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2012 was \$20,051.

Tax Status

The Organization is exempt from federal income tax under Section 501(c) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized. Additionally the Organization did not recognize interest or penalties resulting for tax liabilities associated with recognizing uncertain tax positions for the year ended June 30, 2010.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2009, 2010, and 2011 are subject to examination by the IRS, generally for three years after they are filed.

Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a supplement schedule of revenues and expenses by program. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Descriptions of the functional expense allocations included in the Organization's financial statements are as follows:

Salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon an analysis of square footage. The same calculation is used to allocate other building costs including insurance.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the Paid Leave, Fringe Benefits and Other Indirect costs to the U.S. Department of Health and Human Services. The proposal effective for July 1, 2011 received provisional approval and extended approval through April 30, 2013.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the reliability of inputs as follows:

Level 1 - Valuations based on quoted prices in active markets for identical assets or liabilities that the Company has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Level 2 - Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3 - Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized in Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

See Note J for information related to the use of fair value measurements.

C | CONCENTRATION OF RISK

The Organization maintains cash balances at various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash deposits at these financial institutions at June 30, 2012 did not exceed \$250,000. There was no amount of cash uninsured or uncollateralized as of June 30, 2012.

As disclosed in Note D, the Organization maintains a deposit account on behalf of clients who participate in the Guardianship Service Program. The total deposit balance in the account at June 30, 2012 was \$255,759. The total amount uninsured and uncollateralized at June 30, 2012 was \$5,759.

D | CASH RESTRICTIONS

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at Note K. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2012 was \$93 and the Organization was not in compliance with this requirement.

The Organization is required to maintain a deposit account with another bank as part of a bond issue as disclosed at Note K. The required balance in the account is \$186,516 and is equal to the interest

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

payments on the bond for a 12 month period. The balance as of June 30, 2012 was \$186,516 and the Organization was in compliance with this requirement.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. As reported at Note F, the Organization withdrew \$375,000 from this account during the 2012 fiscal year which is reported as additional liability in other current liabilities. The total deposit balance in the account at June 30, 2012 was \$255,759. The total current liability related to this account at June 30, 2012 was \$630,759.

E | PROPERTY AND EQUIPMENT

For the year ended June 30, 2012, the balance in property and equipment consisted of the following:

| | |
|-----------------------------------|---------------------|
| Buildings and Improvements | \$ 7,686,861 |
| Furniture and Equipment | 1,983,468 |
| Land | <u>590,467</u> |
| Total | 10,260,796 |
| Less Accumulated Depreciation | <u>(3,410,650)</u> |
| Total Property and Equipment, Net | <u>\$ 6,850,146</u> |

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense amounted to \$510,568 for the year ended June 30, 2012.

F | COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction. In addition, the Department noted that the contaminants related to the West

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Wing Building did not pose an exposure hazard to site occupants, area residents, and environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment the Organization could be required to take additional action including containment and remediation.

Furthermore, the Organization was provided notice of due diligence to complete a fence that would prevent access to contaminants on the property. The fence would ultimately limit the Organization exposure to potential liability from unsuspecting guests on the property. As of June 30, 2012 the Organization had not completed construction of the fence.

Other Liabilities

During the fiscal year ended June 30, 2012, the Organization transferred \$375,000 from the Guardianship checking account into the Organizations operating account. The funds held in the Guardianship account belong to clients who are serviced by TCCAP's Guardianship Services Program and are entrusted to the Organization for the benefit of these clients. Management has identified the transfer and has recorded a liability for the amount due to the Guardianship account. This amount is recorded on the financial statements as a current liability.

G | LEASE AGREEMENTS

Capital Leases

The Organization leases equipment from Leaf Financial Corporation under a capital lease. The economic substance of the lease is that the Organization is financing the acquisition of the assets through the lease, and accordingly, it is recorded in the Organization's assets and liabilities.

The following is an analysis of the leased assets included in Equipment:

| | |
|-------------------------------|------------------|
| Equipment | \$ 159,277 |
| Less accumulated depreciation | <u>127,422</u> |
| Net Book Value | <u>\$ 31,855</u> |

Future minimum payments under capital leases are as follows:

| Year ending June 30, | |
|-----------------------------------|------------------|
| 2013 | \$ 39,875 |
| 2014 | 39,875 |
| 2015 | <u>3,935</u> |
| Total Future Payments | 83,685 |
| Less Amount Representing Interest | <u>(14,015)</u> |
| Present Value of Future Payments | 69,670 |
| Less Current Portion | <u>(30,067)</u> |
| Long-Term Portion | <u>\$ 39,603</u> |

Interest expense was \$19,021 for the year ended June 30, 2012.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Operating Leases

The Organization has entered into several lease commitments for space. Leases under non-cancelable lease agreements are as follows:

| <i>Program</i> | <i>Term</i> | <i>Annual Payment</i> |
|---------------------------------------|------------------------------|-----------------------|
| Carroll County Restorative Justice | Oct 1, 2011 to Sept 30, 2014 | \$ 2,160 |
| Head Start | Apr 1, 2011 to Mar 31, 2013 | 28,878 |
| | Apr 1, 2013 to Mar 31, 2018 | 30,011 |
| | Apr 1, 2018 to Mar 31, 2023 | 31,143 |
| | Apr 1, 2023 to Mar 31, 2023 | 32,276 |
| Head Start | Sep 1, 2010 to Aug 31, 2011 | 17,700 |
| | Sep 1, 2011 to Aug 31, 2012 | 18,300 |
| | Sep 1, 2012 to Aug 31, 2013 | 18,900 |
| | Sep 1, 2013 to Aug 31, 2014 | 19,800 |
| Head Start | Jan 1, 2011 to Dec 31, 2011 | 15,000 |
| | Jan 1, 2012 to Dec 31, 2012 | 15,000 |
| Head Start | Jun 1, 2010 to May 31, 2011 | 10,200 |
| | Jun 1, 2011 to May 31, 2012 | 10,200 |
| | Jun 1, 2012 to May 31, 2013 | 10,200 |
| Guardianship Services | Jan 1, 2010 to Dec 31, 2011 | 10,356 |
| | Jan 1, 2010 to Dec 31, 2011 | 10,704 |
| | Jan 1, 2010 to Dec 31, 2011 | 10,944 |
| North Country Transit | Mar 1, 2012 to Apr 28, 2013 | 2,880 |
| Homeless Outreach & Community Contact | Jul 1, 2011 to Jun 30, 2013 | 20,088 |
| Community Contact | Jul 1, 2011 to Jun 30, 2013 | 11,400 |
| Workplace Success | Jul 1, 2011 to Jun 30, 2013 | 26,371 |

Additionally the Organization has several facilities which are leased on a month to month basis. The annual rent expense for the leased facilities was \$218,058 for the year ended June 30, 2012.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

The future minimum lease payments on the above leases for the year ending June 30 are as follows:

| | |
|------|------------|
| 2013 | \$ 140,621 |
| 2014 | 57,149 |
| 2015 | 33,851 |
| 2016 | 30,011 |
| 2017 | 30,011 |

H | LINE OF CREDIT

The Organization has available a \$45,000 unsecured line of credit with Northway Bank, at June 30, 2012. Borrowings under the line bear interest at 6.50% per annum, and totaled \$45,000 at June 30, 2012. The line of credit is unsecured.

The Organization has available a \$800,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled \$729,273 at June 30, 2012. The line is subject to renewal on January 31, 2013.

The Organization has available a \$25,000 line of credit with Bank of NH which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$20,003 at June 30, 2012.

I | ACCRUED VACATION

Employees of the Organization are eligible to accrue vacation for a maximum of 240 days. Accrued vacation totaled \$406,689 at June 30, 2012.

J | DERIVATIVE INSTRUMENTS

As disclosed in Note K, the note payable to bank bears interest monthly of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). The Organization's purpose in entering into the swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge.

For the year ended June 30, 2012, the fair value of the interest rate swap was \$114,433 and the unrealized loss was \$44,620. The fair value of the swap is included on the balance sheet as a long-term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

K | LONG-TERM DEBT

The Organization's long-term debt consists of the following at June 30, 2012:

| | |
|--|---------------------|
| 1. Note payable to lending institution, payable in 360 monthly installments of \$484 including interest at 5% per annum. Secured by general business assets. Final installment due March 2024. | \$ 51,140 |
| 2. Note payable to lending institution, payable in 360 monthly installments of \$1,496 including interest at 4.50% per annum. Secured by general business assets. Final installment due June 2024. | 166,619 |
| 3. Note payable to lending institution, payable in 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027. | 204,783 |
| 4. Note payable to lending institution, payable in 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030. | 41,943 |
| 5. Note payable to lending institution, payable in 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029. | 10,338 |
| 6. Note payable to a bank, payable in 120 monthly installments of \$457 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015. | 18,693 |
| 7. Note payable to a bank, payable in 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021. | 486,961 |
| 8. Bond payable to a bank, payable in monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage of various properties and assignments of rents at various properties. Final installment due August 2040. | 3,145,413 |
| 9. Note payable to a related party, interest accrues 6% per annum, no monthly installments, full principal amount plus interest is due August 2012. | 43,000 |
| 10. Note payable to a non-profit organization, interest accrues 6% per annum, no monthly installments, full principal plus interest due during the Organizations fiscal year end 2013. | <u>100,000</u> |
| Total Long-Term Debt | \$ 4,268,890 |
| Less Current Portion | <u>3,337,972</u> |
| Long-Term Debt Net of Current | \$ 930,918 |

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Future maturities of long-term debt are as follows for the years ended June 30:

| <u>Years Ending June 30,</u> | |
|------------------------------|---------------------|
| 2013 | \$ 3,337,972 |
| 2014 | 46,726 |
| 2015 | 49,276 |
| 2016 | 50,078 |
| 2017 | 49,101 |
| Thereafter | <u>735,737</u> |
| Total | <u>\$ 4,268,890</u> |

As described at Note D, the Organization is required to maintain a reserve account with a bank for loans 1 through 6 listed above. The Organization was not in compliance with this requirement. Failure to meet this requirement may be construed by the Government to constitute default.

As described at Note D, the Organization is required to maintain a reserve account with a bank related to loan 10 listed above. Additionally, the Organization is required to maintain a debt coverage ratio of 1:1.10 as stipulated in the loan agreement. As of June 30, 2012, the Organization was not in compliance with all covenants. As a result, the amount outstanding at June 30, 2012 is included with as a current liability on the statement of financial position.

L | RELATED PARTY TRANSACTIONS

Notes Payable – Related Party

As disclosed in Note K, the Organization has a loan payable to the wife of the Former Chief Executive Officer. See Note K for the terms of the note payable.

As disclosed in Note K, the Organization also has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organizations Programs. See Note J for the terms of the note payable.

M | NET ASSETS

Temporarily restricted net assets consisted of grants and other unexpended revenues subject to donor restrictions and available for the following purposes as of June 30, 2012:

| | |
|--|-----------|
| NH Charitable Foundation Grant, Mt. Jasper | \$ 46,650 |
| Privately Funded Fuel Assistance Emergency Fund | 12,609 |
| Privately Funded Fuel Assistance Program | 143,916 |
| Federal and State Funding for the Head Start | 361,817 |
| Federal Community Services Block Grant | 168,966 |
| Private Grant for the Alcohol and Other Drug Program | 50,000 |

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

| | |
|---|-------------------|
| Notre Dame Project | 14,939 |
| Department of Energy Weatherization Program | 22,827 |
| State Funding for Tyler Blain House | 9,599 |
| Federal Funding for North Country Transit | 16,352 |
| Federal Funding for the Heating Repair and Replacement Program | 37,312 |
| Federal Funding for the Sustainable Energy Resource | 22,421 |
| Federal Funding for the Adult and Dislocated Worker Program | 20,583 |
| Federal Funding for the Low Income Home Energy Assistance Program | 26,849 |
| Other Miscellaneous Programs | <u>7,659</u> |
| | <u>\$ 962,499</u> |

N | IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in Note B. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the organization. These services are valued based upon the comparative market wage for similar paid positions. The organization is also the beneficiary of a donation in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

O | RETIREMENT PLAN

The Organization has a 403(b) tax deferred annuity plan covering all employees. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code.

The employer shall match each dollar of a participant's elective deferrals up to 5% of each participant's annual salary. The Organization's retirement contribution was \$167,220 for year ended June 30, 2012.

P | PRIOR PERIOD ADJUSTMENTS

The prior year financial statements were restated to reflect the following misstatements.

Cash was overstated and Accounts Payable was understated by checks which were issued but not mailed in the amount of \$141,522. This had no effect on net assets.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Cash was overstated by \$23,258 due to an unknown reconciliation discrepancy between the reconciliation and the actual general ledger balance. The result of this adjustment reduces unrestricted net assets as reported on June 30, 2011.

Cash was overstated by \$460,215 due to an unknown outstanding debit to cash used as a reconciling item for multiple bank statements going back more than a year. The Organization is continuing to research this item, however, the result of this adjustment reduces unrestricted net assets as reported on June 30, 2011.

Payroll liabilities and the related expenses were understated by \$106,600 because accrued payroll was not posted in the prior year. This adjustment reduces unrestricted net assets as reported on June 30, 2011.

Accrued employee benefits and the related expenses were overstated by \$109,421. This adjustment increases unrestricted net assets as reported on June 30, 2011.

Accumulated depreciation and depreciation expense was understated by \$33,763. This adjustment decreases unrestricted net assets as reported on June 30, 2011.

Accounts payable was overstated by \$19,724. This adjustment increased unrestricted net assets as reported on June 30, 2011.

The Capital lease liability was overstated by \$27,547 due to the lease being reported at the gross value of payments rather than being discounted based upon the effective interest rate. The effect of this adjustment was an increase to unrestricted net assets as reported on June 30, 2011.

Accounts receivable for the Dental Center and related income were understated by \$49,879. The effect of this adjustment was an increase to unrestricted net assets as reported on June 30, 2011.

Long term liabilities were understated by \$69,813 due to the fair value of the swap not being recorded in the financial statements. This adjustment decreased unrestricted net assets as reported on June 30, 2011.

Deferred revenue was overstated by \$51,508. This adjustment increases unrestricted net assets as reported on June 30, 2011.

Accounts receivable was overstated by \$74,390 for amounts recorded as amounts receivable on grants which were not valid claims. This adjustment decreases unrestricted net asset as reported on June 30, 2011.

Temporarily restricted net assets were understated by \$195,300 related to contributions received with donor use restrictions which had not been expended for the purpose intended. This adjustment resulted in an increase in temporarily restricted net assets and a decrease in unrestricted net assets as reported on June 30, 2011.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS

Q | GOING CONCERN

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. As shown in the financial statements the Organization incurred a net loss of \$1,078,642 for June 30, 2012. At June 30, 2012, current liabilities exceed current assets by \$5,357,132. At June 30, 2012 the Organization's total assets exceed total liabilities, however, certain net assets are temporarily restricted for specific purposes as disclosed in Note M. As a result, the Organization used restricted net assets for unrestricted purposes that contravene the donor's restrictions which total \$321,749.

As disclosed in Note K, in connection with a note payable to a bank, the Organization has violated certain provisions of the loan agreement. At June 30, 2012 the bank had not demanded immediate payment on outstanding principal balance, however, due to the violation of the agreement the note is shown as a current liability. A significant portion of the Organization's operating assets are pledged as collateral for this note, and foreclosure by the bank would seriously impair the Organization's continued existence.

The Organization plans to continue as a going concern by instituting cost reductions for expenses that have been determined to be excessive and discretionary. Management has also identified inefficiencies throughout the Organization due to lack of oversight by previous management and anticipates substantial cost savings opportunities as a result of implementing new operational systems. Additional areas that will be addressed include evaluating building vacancies and renting or selling unused space, increasing fundraising efforts, and increase revenues from programs offering services that generate unrestricted revenues.

R | SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 28, 2013, the date which the financial statements were available to be issued.

On December 14, 2012, a probate judge suspended the board of directors and appointed a special trustee to oversee the operations of the Organization at the request of the state Attorney General's office after the resignation of the Chief Executive Officer (CEO) and Chief Financial Officer (CFO) in early December.

The line of credit with TD Bank was converted to an amortizing term loan on November 14, 2012. Additionally, a commercial real estate mortgage and assignment of leases and rents was added as collateral at that time.

A portion of the cash balance which had been transferred from the Guardianship account was repaid leaving a liability to the clients serviced by the Guardianship Program of \$224,000.

In January of 2012, there was a fire in a building owned by the Organization that was used as a thrift store. The Organization had adequate insurance to cover losses suffered by the fire.

Various parties were provided notices of forthcoming claims for damages on account of theft, casualty loss, and negligence due to misappropriation of the Organization's assets.

TRI-COUNTY COMMUNITY ACTION PROGRAM
SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

| | Agency Fund | Head Start | Guardianship | Transportation | Volunteer | Workforce Development | AOD |
|--|---------------------|---------------------|-------------------|---------------------|-------------------|-----------------------|---------------------|
| DIRECT EXPENSES | | | | | | | |
| Payroll | \$ 140,025 | \$ 1,108,781 | \$ 464,332 | \$ 520,232 | \$ 75,103 | \$ 210,894 | \$ 732,447 |
| Payroll Taxes & Benefits | 182,868 | 420,707 | 183,779 | 124,570 | 31,209 | 86,621 | 262,227 |
| Assistance to Clients | 4,217 | (391) | - | 16 | - | 23,965 | 3,945 |
| Consultants and Contractors | 106,725 | 15,153 | 2,761 | 27,219 | - | 1,878 | 36,713 |
| Fiscal and Administrative | 22,916 | 22,530 | 8,125 | 417 | 84 | 1,094 | 17,049 |
| Space Costs and Rentals | 9,434 | 180,156 | 40,064 | 10,240 | 5,376 | 124,410 | 15,427 |
| Consumable Supplies | 11,701 | 134,788 | 14,621 | 12,426 | 965 | 9,660 | 103,331 |
| Rental, Lease, Purchase and Maintenance of Equipment | 1,580 | 2,197 | 35 | 23,888 | - | 5,376 | - |
| Building and Grounds Maintenance | 56,447 | 20,248 | - | 2,790 | - | 13,264 | 36,539 |
| Utilities | 178,024 | 24,360 | 17,144 | 21,967 | 748 | 12,400 | 68,463 |
| Fixed Fees | - | - | - | - | - | - | - |
| Travel and Meetings | 8,357 | 74,692 | 17,208 | 35,384 | 310 | 15,003 | 13,852 |
| Vehicle Expense | 1,309 | - | 3,242 | 156,432 | 165 | - | 72,885 |
| Insurance | 91,920 | 31,312 | 1,624 | 15,784 | 810 | - | 5,082 |
| Interest Expense | 173,742 | - | - | - | - | - | 20,087 |
| Other Direct Program Costs | 8,122 | 7,999 | 2,724 | 10,051 | 149 | 692 | 19,908 |
| Depreciation Expense | 431,408 | 1,659 | - | 2,757 | - | - | 23,993 |
| Fundraising | (131) | - | 494 | 11,513 | 5,103 | - | - |
| In-kind Expended | 406 | 300,288 | - | 4,140 | - | - | - |
| Total Direct Expenses | 1,429,070 | 2,344,479 | 756,153 | 979,826 | 120,022 | 505,257 | 1,431,948 |
| INDIRECT EXPENSES | | | | | | | |
| Indirect Costs | 86,441 | 177,981 | 57,998 | 75,879 | 9,148 | 29,727 | 113,078 |
| TOTAL DIRECT AND INDIRECT EXPENSES | \$ 1,515,511 | \$ 2,522,460 | \$ 814,151 | \$ 1,055,705 | \$ 129,170 | \$ 534,984 | \$ 1,545,026 |

TRI-COUNTY COMMUNITY ACTION PROGRAM
SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

| | Carroll County Dental | Carroll County Restorative Justice | Support Center | Homeless | Energy & Development | Elder | Total |
|---|--------------------------|---------------------------------------|-------------------|-------------------|-------------------------|---------------------|----------------------|
| DIRECT EXPENSES | | | | | | | |
| Payroll | \$ 304,561 | \$ 145,602 | \$ 135,124 | \$ 400,219 | \$ 1,628,677 | \$ 497,581 | \$ 6,363,578 |
| Payroll Taxes & Benefits | 101,725 | 43,662 | 41,467 | 138,389 | 749,777 | 163,177 | 2,530,128 |
| Assistance to Clients | 1,345 | - | 185 | 167,664 | 5,893,149 | 339 | 6,094,434 |
| Consultants and Contractors | 18,772 | 10,286 | - | 4,627 | 79,423 | 57,653 | 361,210 |
| Fiscal and Administrative | 4,813 | 678 | 495 | 5,511 | 44,885 | 12,107 | 140,704 |
| Space Costs and Rentals | - | 35,724 | 66,910 | 26,583 | 152,536 | 65,087 | 731,947 |
| Consumable Supplies | 18,706 | 1,060 | 5,638 | 7,653 | 583,123 | 264,084 | 1,167,756 |
| Rental, Lease, Purchase and Maintenance of Equipment | 9,028 | - | - | - | 974 | 1,830 | 44,908 |
| Building and Grounds Maintenance | 5,713 | 120 | 7,424 | 573 | 5,737 | 4,506 | 153,361 |
| Utilities | 7,598 | 2,983 | 19,702 | 26,637 | 51,170 | 20,577 | 451,773 |
| Fixed Fees | - | - | - | 2 | 14,505 | 4,127 | 18,634 |
| Travel and Meetings | 2,399 | 2,337 | 5,470 | 22,597 | 14,309 | 31,519 | 243,437 |
| Vehicle Expense | - | - | - | 6,310 | 77,753 | 571 | 318,667 |
| Insurance | 15,622 | 1,900 | - | 16,399 | 31,060 | - | 211,513 |
| Interest Expense | 27,382 | - | - | - | 922 | - | 222,133 |
| Other Direct Program Costs | 2,100 | 75 | 1,475 | 28,152 | 2,816 | 3,514 | 87,777 |
| Depreciation Expense | 32,542 | - | 9,665 | 1,752 | 6,792 | - | 510,568 |
| Fundraising | - | - | 334 | 785 | - | - | 18,098 |
| In-kind Expended | - | - | - | - | - | 106,448 | 411,282 |
| Total Direct Expenses | 552,306 | 244,427 | 293,889 | 853,853 | 9,337,558 | 1,233,120 | 20,081,908 |
| INDIRECT EXPENSES | | | | | | | |
| Indirect Costs | 43,535 | 16,770 | 18,021 | 54,324 | 282,010 | 93,119 | 1,058,031 |
| TOTAL DIRECT AND INDIRECT EXPENSES | \$ 595,841 | \$ 261,197 | \$ 311,910 | \$ 908,177 | \$ 9,619,568 | \$ 1,326,239 | \$ 21,139,939 |

TRI-COUNTY COMMUNITY PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, N.H. 03570 • (603) 752-7001 • Toll Free: 1-800-552-4817 • Fax: (603) 752-7607

Website: <http://www.tccap.org> • E-mail: admin@tccap.org

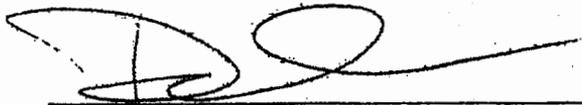
Chief Executive Officer: Joseph L. Costello

April 30, 2012

To whom it may concern,

Tri-County Community Action Program, Inc.'s
Audit for the period ending June 30, 2011 did not
include a Management Letter.

Certified by:



Dori Ducharme, Chief Financial Officer

Weatherization
(603) 752-7105

Administration
(603) 752-7001

AaD
(603) 752-7941

Youth
Alternatives/ Court
Diversion
(603) 752-1872



Community
Contact
(603) 752-3248

R.S.V.P.
(603) 752-4103

Energy Programs
(603) 752-7100

Housing, Economic &
Community Dev.
(603) 752-5003

Tri-County Community Action Program, Inc.

**Independent Auditors' Report and
Management's Financial Statements**

June 30, 2011

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

JUNE 30, 2011

CONTENTS

| | PAGE |
|--|----------------|
| INDEPENDENT AUDITORS' REPORT | 1 |
| MANAGEMENT'S FINANCIAL STATEMENTS | |
| STATEMENTS OF FINANCIAL POSITION | 2 |
| STATEMENTS OF ACTIVITIES | 3 |
| STATEMENTS OF FUNCTIONAL EXPENSES | 4 - 9 |
| STATEMENTS OF CASH FLOWS | 10 |
| NOTES TO FINANCIAL STATEMENTS | 11 - 17 |

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

www.rlbc.com
accting@rlbc.com

41 Bates Street
Portland, Maine 04103

Tel: (207) 775-1717
Fax: (207) 775-7103

INDEPENDENT AUDITORS' REPORT

March 30, 2012

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited the accompanying statements of financial position of Tri-County Community Action Program, Inc. as of June 30, 2011 and 2010, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Corporation's management. 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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2012, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Ron L. Beaulieu & Co.

Certified Public Accountants

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30,

| | <u>2011</u> | <u>2010</u> |
|---|---------------------|---------------------|
| CURRENT ASSETS | | |
| Cash | \$ 111,589 | \$ 69,868 |
| Accounts receivable (net) | 1,041,416 | 750,966 |
| Unbilled receivables | - | 161,742 |
| Inventories | 79,033 | 70,000 |
| Total current assets | <u>1,232,038</u> | <u>1,052,576</u> |
| FIXED ASSETS | | |
| Real estate | 8,277,328 | 6,343,701 |
| Equipment | 1,983,468 | 1,354,625 |
| Construction-in-progress | - | 1,158,598 |
| Total fixed assets | <u>10,260,796</u> | <u>8,856,924</u> |
| Less: accumulated depreciation | <u>(2,866,319)</u> | <u>(2,413,753)</u> |
| Net fixed assets | <u>7,394,477</u> | <u>6,443,171</u> |
| OTHER ASSETS | | |
| 1, Restricted cash | 187,150 | - |
| Other assets | 32,616 | 34,124 |
| Total other assets | <u>219,766</u> | <u>34,124</u> |
| TOTAL ASSETS | <u>\$ 8,846,281</u> | <u>\$ 7,529,871</u> |
| CURRENT LIABILITIES | | |
| Accounts payable | 545,549 | 885,866 |
| Accrued compensated absences | 394,900 | 390,969 |
| Accrued expenses | 70,566 | 27,913 |
| Deferred revenue | 722,260 | 237,766 |
| Line of credit | 521,940 | 500,000 |
| Current portion of long-term debt | 106,357 | 603,027 |
| Current portion of lease payable | 41,611 | 42,911 |
| Total current liabilities | <u>2,403,183</u> | <u>2,688,452</u> |
| LONG-TERM LIABILITIES | | |
| Long-term debt, less current portion | 4,126,944 | 2,542,542 |
| Lease payable, less current portion | 80,894 | 113,234 |
| Total current liabilities | <u>4,207,838</u> | <u>2,655,776</u> |
| TOTAL LIABILITIES | <u>6,611,021</u> | <u>5,344,228</u> |
| NET ASSETS | | |
| Unrestricted | <u>2,235,260</u> | <u>2,185,643</u> |
| TOTAL NET ASSETS | <u>2,235,260</u> | <u>2,185,643</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 8,846,281</u> | <u>\$ 7,529,871</u> |

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30,

| | <u>2011</u> | <u>2010</u> |
|--|---------------------|---------------------|
| REVENUES: | | |
| Grants and contracts | \$ 19,974,952 | \$ 21,581,303 |
| Program funding | 1,240,805 | 1,289,003 |
| Rental income | 408,436 | 313,837 |
| Contributions | 762,379 | 442,054 |
| Fundraising | 39,061 | 39,134 |
| Gain/loss on disposal | 8,100 | 26,550 |
| Other revenue | 665,559 | 722,462 |
| Interest income | 1,742 | 321 |
| In-kind contributions | 734,597 | 641,026 |
| TOTAL REVENUES | <u>23,835,631</u> | <u>25,055,690</u> |
| EXPENSES: | | |
| Program services: | | |
| Agency Fund | 2,220,285 | 1,699,510 |
| Agency Other | 1,166,409 | 956,718 |
| Head Start | 2,722,104 | 2,535,120 |
| Guardianship | 820,528 | 797,750 |
| Transportation | 555,228 | 665,302 |
| Volunteer | 378,624 | 552,270 |
| Workforce Development | 542,424 | 499,019 |
| AOD | 1,413,081 | 1,410,349 |
| Carroll County Dental | 450,558 | 513,437 |
| Carroll County Restorative Justice | 285,410 | 208,592 |
| Support Center | 302,572 | 324,348 |
| Housing, Economic, and Community Development | 994,420 | 544,926 |
| Energy, Community Contact, and Homeless | 8,658,745 | 11,208,412 |
| Elder | 1,699,959 | 1,405,515 |
| Total program services | <u>22,210,347</u> | <u>23,321,268</u> |
| Support services: | | |
| Management and General | 1,575,667 | 1,232,469 |
| Total support services | <u>1,575,667</u> | <u>1,232,469</u> |
| TOTAL EXPENSES | <u>23,786,014</u> | <u>24,553,737</u> |
| INCREASE (DECREASE) IN NET ASSETS | 49,617 | 501,953 |
| NET ASSETS - JULY 1 | <u>2,185,643</u> | <u>1,683,690</u> |
| NET ASSETS - JUNE 30 | <u>\$ 2,235,260</u> | <u>\$ 2,185,643</u> |

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2011

Program Services

| | Agency Fund | Agency Other | Head Start | Guardianship | Transportation | Volunteer |
|--|------------------|------------------|------------------|----------------|----------------|----------------|
| Payroll | \$ 184,896 | \$ 673,806 | \$ 1,137,296 | \$ 488,083 | \$ 299,796 | \$ 222,880 |
| Payroll taxes & benefits | 56,954 | 383,981 | 496,940 | 219,178 | 34,188 | 85,757 |
| Assistance to clients | 629,154 | - | 391 | - | - | 3,680 |
| Consultants and contractors | 127,061 | - | 9,380 | 19,769 | 29,600 | 3,598 |
| Fiscal and administrative | 1,823 | 5,691 | 20,089 | 7,381 | 820 | 1,637 |
| Space costs and rentals | 40,440 | 1,520 | 141,782 | 26,522 | 3,040 | 14,535 |
| Consumable supplies | 43,571 | 18,077 | 78,274 | 12,134 | 6,996 | 2,857 |
| Rental, lease, purchase and maintenance of equipment | 154,569 | - | - | 3,543 | 53,713 | - |
| Building and grounds maintenance | 63,251 | - | 38,659 | - | 5,021 | - |
| Utilities | 162,173 | 194 | 21,337 | 18,523 | 12,848 | 3,172 |
| Fixed fees | - | 6 | - | - | - | - |
| Travel and meetings | 4,099 | 7,233 | 75,726 | 19,058 | 12,219 | 21,941 |
| Vehicle expense | 1,159 | 54,829 | - | 2,403 | 65,135 | 113 |
| Insurance | 2,004 | 3,397 | 42,914 | - | 22 | - |
| Interest expense | 150,286 | - | - | - | - | - |
| Other direct program costs | 38,347 | 17,906 | 41,519 | 3,934 | 30,484 | 14,596 |
| Depreciation expense | 581,898 | - | - | - | - | - |
| Fundraising | - | - | - | - | - | 3,758 |
| In-kind expended | - | - | 817,817 | - | 1,246 | - |
| Total | 2,220,285 | 1,166,409 | 2,722,104 | 820,528 | 655,228 | 378,624 |

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2011

| | Program Services | | | | | |
|---|--------------------------|------------------|--------------------------|--|----------------|---|
| | Workforce Development | AOD | Carroll County Dental | Carroll County Restorative Justice | Support Center | Housing, Economic, and Community Development |
| Payroll | \$ 262,171 | \$ 760,920 | \$ 252,578 | \$ 151,619 | \$ 131,911 | \$ 267,202 |
| Payroll taxes & benefits | 122,147 | 309,259 | 84,825 | 86,626 | 52,667 | 96,238 |
| Assistance to clients | 65,287 | 10,150 | - | - | 59,183 | 122,317 |
| Consultants and contractors | - | 39,106 | 42,700 | 24,784 | 3,134 | 381,786 |
| Fiscal and administrative | 1,298 | 11,526 | 352 | 1,806 | 2,801 | 1,408 |
| Space costs and rentals | 45,148 | 8,838 | - | 14,380 | 14,400 | 40,326 |
| Consumable supplies | 8,894 | 106,805 | 1,570 | 485 | 5,405 | 4,301 |
| Rental, lease, purchase and maintenance of equipment | - | 583 | 8,627 | 404 | 434 | - |
| Building and grounds maintenance | - | 11,899 | 5,320 | - | 8,796 | 11,367 |
| Utilities | 12,943 | 66,111 | 9,215 | 1,860 | 15,653 | 25,608 |
| Fixed fees | 89 | - | - | - | - | - |
| Travel and meetings | 24,173 | 8,983 | 634 | 2,812 | 5,522 | 11,306 |
| Vehicle expense | - | 11,739 | - | - | - | 5,107 |
| Insurance | - | 453 | 2,408 | 634 | - | 7,585 |
| Interest expense | - | 16,684 | 11,714 | - | - | 2,316 |
| Other direct program costs | 284 | 42,817 | 30,815 | 200 | 2,682 | 19,829 |
| Depreciation expense | - | 7,400 | - | - | - | - |
| Fundraising | - | - | - | - | 64 | (2,256) |
| In-kind expended | - | - | - | - | - | - |
| Total | <u>542,424</u> | <u>1,413,081</u> | <u>450,558</u> | <u>285,410</u> | <u>302,572</u> | <u>994,420</u> |

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2011

| | Program Services | | Support | Total |
|--|--|------------------|---------------------------|-------------------|
| | Energy, Community Contact, and Homeless | Elder | Management and General | |
| Payroll | \$ 1,217,120 | \$ 680,379 | \$ 818,156 | \$ 7,348,713 |
| Payroll taxes & benefits | 535,762 | 282,522 | 302,511 | 3,148,525 |
| Assistance to clients | 6,384,129 | 623 | - | 7,274,834 |
| Consultants and contractors | 29,116 | 84,892 | 138,214 | 933,120 |
| Fiscal and administrative | 49,450 | 6,880 | 29,809 | 139,771 |
| Space costs and rentals | 91,786 | 49,132 | 37,177 | 529,024 |
| Consumable supplies | 230,207 | 299,915 | 11,408 | 830,899 |
| Rental, lease, purchase and maintenance of equipment | 13,630 | 23,006 | 300 | 258,819 |
| Building and grounds maintenance | 3,029 | 13,203 | - | 160,345 |
| Utilities | 65,295 | 26,862 | 13,625 | 489,819 |
| Fixed fees | 8,908 | 5,843 | - | 14,826 |
| Travel and meetings | 14,712 | 53,905 | 137,505 | 399,828 |
| Vehicle expense | 7,058 | 48,715 | 3,715 | 189,973 |
| Insurance | - | - | 232,850 | 292,247 |
| Interest expense | 3,433 | 136 | - | 184,569 |
| Other direct program costs | 7,708 | 8,700 | 50,397 | 310,027 |
| Depreciation expense | - | - | - | 568,798 |
| Fundraising | 14 | - | - | 1,580 |
| In-kind expended | 388 | 115,146 | - | 734,597 |
| Total | 8,658,745 | 1,699,959 | 1,575,667 | 23,788,014 |

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2010

Program Services

| | Agency Fund | Agency Other | Head Start | Guardianship | Transportation | Volunteer |
|--|---------------------|-------------------|---------------------|-------------------|-------------------|-------------------|
| Payroll | \$ 273,959 | \$ 616,521 | \$ 1,146,113 | \$ 485,748 | \$ 270,083 | \$ 267,892 |
| Payroll taxes & benefits | 81,522 | 282,295 | 467,298 | 200,338 | 101,159 | 96,612 |
| Assistance to clients | 2,410 | - | - | - | - | - |
| Consultants and contractors | 26,597 | - | 9,142 | 4,142 | 42,041 | 66,875 |
| Fiscal and administrative | 4,330 | 1,260 | 27,565 | 7,245 | 797 | 12,045 |
| Space costs and rentals | 22,243 | 1,580 | 113,765 | 24,266 | 3,040 | 11,644 |
| Consumable supplies | 11,853 | 12,580 | 83,504 | 17,076 | 12,610 | 6,157 |
| Rental, lease, purchase and maintenance of equipment | 239 | - | - | 3,675 | 61 | 2 |
| Building and grounds maintenance | 74,862 | 160 | 23,319 | - | 5,580 | - |
| Utilities | 133,654 | 670 | 23,021 | 14,932 | 15,796 | 3,567 |
| Fixed fees | 120 | - | - | - | - | - |
| Travel and meetings | 10,302 | 2,076 | 70,209 | 32,384 | 37,796 | 27,184 |
| Vehicle expense | 1,644 | 27,409 | - | - | 77,190 | - |
| Insurance | 6,223 | 584 | 24,481 | - | - | 780 |
| Interest expense | 155,838 | - | - | - | - | - |
| Other direct program costs | 718,659 | 1,823 | 49,802 | 4,958 | 19,285 | 62,811 |
| Depreciation expense | 175,055 | - | 7,770 | 986 | 65,472 | - |
| Fundraising | - | - | - | - | - | 6,701 |
| In-kind expended | 200 | - | 489,151 | - | 14,413 | - |
| Expenses pre-allocation | <u>1,699,510</u> | <u>956,718</u> | <u>2,535,120</u> | <u>797,750</u> | <u>665,302</u> | <u>552,270</u> |
| Indirect Costs | 92,634 | 97,034 | 229,285 | 72,177 | 71,034 | 50,323 |
| Costs allocated to management and general | (92,634) | (97,034) | (229,285) | (72,177) | (71,034) | (50,323) |
| Total allocated expenses | <u>\$ 1,699,510</u> | <u>\$ 956,718</u> | <u>\$ 2,535,120</u> | <u>\$ 797,750</u> | <u>\$ 665,302</u> | <u>\$ 552,270</u> |

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2010

| | Program Services | | | | | |
|---|--------------------------|---------------------|--------------------------|--|-------------------|---|
| | Workforce Development | AOD | Carroll County Dental | Carroll County Restorative Justice | Support Center | Housing, Economic, and Community Development |
| Payroll | \$ 247,129 | \$ 706,342 | \$ 261,909 | \$ 115,864 | \$ 131,568 | \$ 197,840 |
| Payroll taxes & benefits | 111,298 | 281,402 | 90,213 | 42,810 | 54,724 | 69,806 |
| Assistance to clients | 55,386 | 19,325 | - | - | 95,894 | 231,255 |
| Consultants and contractors | - | 36,623 | 72,683 | 31,486 | - | 1,414 |
| Fiscal and administrative | 789 | 14,919 | 827 | 685 | 1,104 | 2,285 |
| Space costs and rentals | 48,149 | 12,288 | - | 12,232 | - | 6,040 |
| Consumable supplies | 4,930 | 116,497 | 749 | 490 | 5,031 | 7,085 |
| Rental, lease, purchase and maintenance of equipment | - | 3,067 | 3,808 | 496 | - | 39 |
| Building and grounds maintenance | - | 25,692 | 1,560 | - | (341) | 103 |
| Utilities | 12,973 | 64,200 | 856 | 1,983 | 14,551 | 14,752 |
| Fixed fees | - | - | - | - | - | - |
| Travel and meetings | 20,256 | 4,163 | - | 1,279 | 6,908 | 8,255 |
| Vehicle expense | - | 8,702 | - | - | - | - |
| Insurance | - | 986 | 3,626 | - | - | - |
| Interest expense | - | 14,288 | 38,688 | - | - | - |
| Other direct program costs | 110 | 60,289 | 43,444 | 1,288 | 4,130 | 6,052 |
| Depreciation expense | - | 41,566 | - | - | 10,403 | - |
| Fundraising | - | - | - | 381 | 1,376 | - |
| In-kind expended | - | - | 74 | - | - | - |
| Expenses pre-allocation | <u>499,019</u> | <u>1,410,349</u> | <u>513,437</u> | <u>208,592</u> | <u>324,348</u> | <u>544,926</u> |
| Indirect Costs | 40,690 | 128,479 | 46,458 | 19,007 | 20,817 | 28,395 |
| Costs allocated to management and general | (40,690) | (128,479) | (46,458) | (19,007) | (20,817) | (28,395) |
| Total allocated expenses | <u>\$ 499,019</u> | <u>\$ 1,410,349</u> | <u>\$ 513,437</u> | <u>\$ 208,592</u> | <u>\$ 324,348</u> | <u>\$ 544,926</u> |

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2010

| | Program Services | | Support Services | |
|--|--|---------------------|---------------------------|----------------------|
| | Energy, Community Contact, and Homeless | Elder | Management and General | Total |
| Payroll | \$ 1,166,333 | \$ 625,506 | \$ - | \$ 6,512,807 |
| Payroll taxes & benefits | 474,627 | 180,324 | - | 2,544,428 |
| Assistance to clients | 8,717,312 | - | - | 9,121,581 |
| Consultants and contractors | 38,540 | 44,842 | - | 364,385 |
| Fiscal and administrative | 48,792 | 6,743 | - | 129,386 |
| Space costs and rentals | 79,929 | 48,972 | - | 382,148 |
| Consumable supplies | 472,787 | 279,296 | - | 1,030,525 |
| Rental, lease, purchase and maintenance of equipment | - | 1,676 | - | 15,063 |
| Building and grounds maintenance | 4,272 | 6,955 | - | 142,162 |
| Utilities | 64,224 | 20,859 | - | 385,637 |
| Fixed fees | 8,082 | 5,141 | - | 13,353 |
| Travel and meetings | 24,187 | 33,778 | - | 277,775 |
| Vehicle expense | 34,597 | 55 | - | 149,497 |
| Insurance | 8,459 | - | - | 45,089 |
| Interest expense | 8,514 | 1,002 | - | 213,330 |
| Other direct program costs | 2,614 | 9,842 | - | 984,785 |
| Depreciation expense | 50,572 | 3,338 | - | 355,162 |
| Fundraising | 4,561 | - | - | 13,019 |
| In-kind expended | - | 137,188 | - | 641,026 |
| Expenses pre-allocation | <u>11,208,412</u> | <u>1,405,515</u> | <u>-</u> | <u>23,321,268</u> |
| Indirect Costs | 218,532 | 117,604 | - | 1,232,469 |
| Costs allocated to management and general | <u>(218,532)</u> | <u>(117,604)</u> | <u>1,232,469</u> | <u>-</u> |
| Total allocated expenses | <u>\$ 11,208,412</u> | <u>\$ 1,405,515</u> | <u>\$ 1,232,469</u> | <u>\$ 24,553,737</u> |

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30,

| | 2011 | 2010 |
|---|--------------------|--------------------|
| OPERATING ACTIVITIES | | |
| Change in net assets | \$ 49,617 | \$ 501,953 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 568,798 | 355,162 |
| Depreciation expense applied to indirect | - | - |
| Gain on sale of fixed assets | (8,100) | (26,550) |
| Donated vehicles included in contributions | - | - |
| Change in operating assets and liabilities: | | |
| (Increase) decrease in accounts receivable | (290,450) | 204,739 |
| (Increase) decrease in unbilled receivables | 161,742 | (72,052) |
| (Increase) decrease in inventories | (9,033) | - |
| (Increase) decrease in other assets | 1,508 | (6,117) |
| Increase (decrease) in accounts payable | (340,317) | 194,199 |
| Increase (decrease) in accrued comp. absences | 3,931 | 48,429 |
| Increase (decrease) in accrued expenses | 42,653 | 16,105 |
| Increase (decrease) in deferred revenues | 484,494 | 111,263 |
| Increase (decrease) in line of credit | 21,940 | 200,000 |
| NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES | 686,783 | 1,527,131 |
| INVESTING ACTIVITIES | | |
| Purchase of fixed assets | (1,512,004) | (1,450,487) |
| Proceeds from sale of fixed assets | - | 26,550 |
| Deposit to restricted cash | (187,150) | - |
| NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES | (1,699,154) | (1,423,937) |
| FINANCING ACTIVITIES | | |
| Proceeds from long-term debt | 3,264,791 | - |
| Extinguishment of long-term debt | (2,100,000) | - |
| Payments on long-term debt | (110,699) | (107,464) |
| NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES | 1,054,092 | (107,464) |
| INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | 41,721 | (4,270) |
| CASH AND CASH EQUIVALENTS - JULY 1 | 69,868 | 74,138 |
| CASH AND CASH EQUIVALENTS - JUNE 30 | \$ 111,589 | \$ 69,868 |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid during the year for: | | |
| Interest | \$ 184,569 | \$ 213,330 |

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011 AND 2010

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Tri-County Community Action Program, Inc. ("The Corporation") is a New Hampshire non-profit Corporation that operates a wide variety of community service programs which are funded primarily with grants or contracts from various federal, state, and local agencies.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. The Corporation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. None of the Corporation's net assets are temporarily or permanently restricted.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, Management concluded that realization losses on balances outstanding at year-end will be immaterial.

Inventory

Inventory is stated at the lower of cost or market. Cost is determined on the first-in, first-out basis.

Fixed Assets

Fixed assets acquired by the Corporation are capitalized and depreciated over their useful lives. Fixed assets are carried at cost and donated assets are recorded at their fair value at the date of the gift. Depreciation is recorded as an expense to the Corporation using the straight-line method over the useful lives of the assets.

It is the policy of the Corporation to capitalize all fixed assets over \$5,000.

Deferred Revenue

The Corporation records grant and contract revenue as deferred revenue until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011 AND 2010

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Accordingly, actual results could differ from those estimates.

None of the estimates used in preparing the financial statements are considered significant.

Cash Equivalents

For purposes of the balance sheet and statement of cash flows, cash equivalents include all short-term fixed income investments with an original maturity of ninety days or less.

NOTE 2 - CASH

The Corporation maintains deposit accounts with a number of financial institutions throughout Northern New Hampshire. Cash deposits at these financial institutions at June 30, 2011 and 2010 totaled \$109,961 and \$38,956 substantially all of which was either insured by FDIC or collateralized by Treasury securities held by the financial institution.

NOTE 3 - ALLOWANCE FOR UNCOLLECTIBLE RECEIVABLES

The allowance for bad debt has been estimated to be \$0 for the years ended June 30, 2011 and 2010.

NOTE 4 - RESTRICTED CASH

Under the loan agreement, the Corporation is required to set aside a Debt Service Reserve Fund (DSRF). The DSRF is held in a separate account and is not available for operating purposes.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011 AND 2010

NOTE 5 - LINE OF CREDIT

The Corporation has available a \$45,000 and \$500,000 unsecured line of credit with Northway Bank, at June 30, 2011 and 2010, respectively. Borrowings under the line bear interest at 5.00% per annum, and totaled \$44,316 and \$500,000 at June 30, 2011 and 2010, respectively.

The Corporation has available a \$500,000 unsecured line of credit with TD Bank. Borrowings under the line bear interest at 4.25% per annum, and totaled \$457,621 and \$0 at June 30, 2011 and 2010, respectively.

The Corporation has available a \$25,000 unsecured line of credit with Laconia Bank. Borrowings under the line bear interest at 4.25% per annum, and totaled \$20,003 and \$0 at June 30, 2011 and 2010, respectively.

NOTE 6 - LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

| | <u>2011</u> | <u>2010</u> |
|---|-------------|-------------|
| 5% collateralized note payable to USDA in monthly principal and interest installments of \$484 through March, 2024. | \$ 54,306 | \$ 57,316 |
| 5% collateralized note payable to USDA in monthly principal and interest installments of \$1,496 through July, 2024. | 176,822 | 186,577 |
| 5% mortgage note payable to USDA in monthly principal and interest installments of \$1,664 through January, 2027. | 215,204 | 224,166 |
| 4.75% collateralized note payable to USDA in monthly principal and interest installments of \$483 through June, 2018. | - | 18,480 |
| 4.75% collateralized note payable to USDA in monthly principal and interest installments of \$293 through March, 2030. | 43,428 | 44,844 |
| 4.75% collateralized note payable to USDA in monthly principal and interest installments of \$74 through March, 2030. | 10,725 | 11,094 |
| 8.25 % mortgage note payable to Northway Bank in monthly principal and interest installments of \$550 through December, 2015. | 23,542 | 28,189 |

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2011 AND 2010

NOTE 6 - LONG-TERM DEBT (CONTINUED)

| | 2011 | 2010 |
|---|--------------|--------------|
| 6.75% note payable to Northway Bank in monthly principal and interest installments of \$3,831 through August 23, 2036. | 497,965 | 499,903 |
| 6.5% secured bond payable in monthly payments ranging from \$13,498 to \$13,946 to a sinking fund. The sinking fund custodian will make semiannual interest payments at 6.5% to bondholders and pay the principal in September, 2038. The Corporation may prepay the bonds at par value anytime after September 1, 2017. | - | 2,075,000 |
| 2.48% 30 year note payable, callable on July 31, 2015, secured by commercial real estate and related rights to rents and leases, with variable interest based on the 1-month LIBOR. The monthly payment is \$15,260 which includes interest. The Corporation is required to maintain a separate cash account with a minimum of 12 monthly payments, and the Corporation must hedge the interest rate risk with an interest rate swap. | 3,206,060 | - |
| 9.99% note payable to Northway Bank in monthly principal and interest installments of \$500 through July 19, 2012. | 5,249 | - |
| | \$ 4,233,301 | \$ 3,145,569 |
| Current portion | 106,357 | 603,027 |
| Long-term portion | 4,126,944 | 2,542,542 |
| | \$ 4,233,301 | \$ 3,145,569 |

Future maturities over the next five years of long-term debt are as follows:

Fiscal year:

| | |
|------|------------|
| 2012 | \$ 106,357 |
| 2013 | 107,430 |
| 2014 | 106,445 |
| 2015 | 113,546 |
| 2016 | 112,887 |

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2011 AND 2010

NOTE 7 - CONCENTRATION OF REVENUE

Sources of revenues consisted of the following as of June 30,:

| | 2011 | 2010 |
|-----------------------------|------|------|
| State of New Hampshire | 51% | 56% |
| Town and County Governments | 20% | 19% |
| Federal Government | 12% | 11% |

Changes in reimbursement methods or reductions in available funds could adversely affect operations if alternative funding sources are not readily available.

NOTE 8 - LEASE COMMITMENTS

Capital Leases

The Corporation leases equipment from Leaf Financial Corporation under a capital lease. The economic substance of the lease is that the Corporation is financing the acquisition of the assets through the lease, and accordingly, it is recorded in the Corporation's assets and liabilities.

The following is an analysis of the leased assets included in Equipment:

| | 2011 | 2010 |
|-------------------------------|------------|------------|
| Equipment | \$ 214,647 | \$ 214,647 |
| Less accumulated depreciation | 145,216 | 102,286 |
| | \$ 69,431 | \$ 112,361 |

The following is a schedule by years of future minimum payments required under the lease together with their present value as of June 30, 2011:

| | |
|---|------------|
| Year Ending June 30: | |
| 2012 | \$ 42,084 |
| 2013 | 42,084 |
| 2014 | 38,577 |
| Total future minimum lease payments | 122,745 |
| Less amount representing interest | 240 |
| Present value of minimum lease payments | \$ 122,505 |

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011 AND 2010

NOTE 8 - LEASE COMMITMENTS (CONTINUED)

Operating Leases

The Corporation has entered into lease commitments for space. The annual lease/rent expense for the leased facilities was \$46,579 for the year ended June 30, 2011. These leases expire at various times through April 2028.

The future minimum lease payments on the above leases for the year ending June 30, 2011 are as follows:

| | |
|------|-----------|
| 2012 | \$ 47,179 |
| 2013 | 48,911 |
| 2014 | 49,811 |
| 2015 | 30,011 |
| 2016 | - |

NOTE 9 - RETIREMENT

The Corporation has a 403(b) tax deferred annuity plan covering all employees. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code.

The employer shall match each dollar of a participant's elective deferrals up to 5% of each participant's annual salary. The Corporation's retirement contribution was \$175,587 and \$168,541 for fiscal year 2011 and 2010, respectively.

NOTE 10 - INCOME TAXES

The Corporation is an exempt Corporation under Internal Revenue Code Section 501(c)(3) and, as such, reflects no provision for federal and state corporate income taxes.

NOTE 11 - CASH AND INVESTMENTS HELD ON BEHALF OF OTHERS

One of the Corporation's programs, Granite State Guardianship Services, is the signatory on the bank and investment accounts on behalf of its clients. On June 30, 2011, these accounts totaled \$414,662 and \$502,966, respectively. The June 30, 2010, balances totaled \$580,795 and \$552,672. Such amounts are not reflected in the accompanying statement of financial position as they do not represent assets available to the Corporation to use for its own purposes.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011 AND 2010

NOTE 12 - MANAGEMENT REVIEW

Management has reviewed subsequent events as of March 30, 2012, the date the financial statements were available to be issued. At that time, there were no material subsequent events.