

STATE OF NEW HAMPSHIRE

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



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

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
www.energy.nh.gov

September 6, 2022

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

**REQUESTED ACTION**

Authorize the N.H. Department of Energy (Energy) to enter into an amendment to an existing **SOLE SOURCE** Contract Agreement with Tri-County Community Action Program, Inc., (VC #177195), Berlin, NH, by increasing the price limitation by \$201,554 from \$6,225,409 to \$6,426,963 using additional Low-Income Home Energy Assistance Program (LIHEAP) funds from the U.S. Department of Health and Human Services, Administration for Children and Families and by extending the completion date from September 30, 2022 to September 30, 2023 effective upon Governor and Executive Council approval.

This contract was originally approved by Governor and Executive Council on September 23, 2020 (Item #47) and amended on March 24, 2021 (Item #42) and October 27, 2021 (Item #54). **100% Federal Funds.**

Funding is available for FY2023 in the following account:

Department of Energy, LIHEAP FUEL ASST

**02-052-052-520010-33540000**

**LIHEAP FUEL ASST**

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

FY2023

\$201,554

**EXPLANATION**

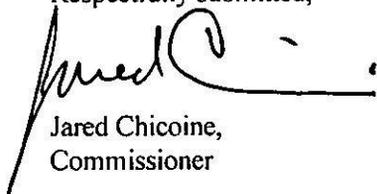
This is an amendment to a contract that is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Low-Income Home Energy Assistance Program (LIHEAP), their outreach and client service capabilities. NH DOE proposes to continue to subcontract with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

The Low Income Home Energy Program (LIHEAP), known in New Hampshire as the Fuel Assistance Program (FAP), for Program Year 21 (PY21) had \$1,115,000 remaining unexpended in regular allocation funds. This amendment adds those funds to the contract and gives the Community Action Agency additional time to expend the funds in order to use them the upcoming heating season.

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

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

Respectfully submitted,

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

Jared Chicoine,  
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

SUBJECT: FUEL ASSISTANCE CONTRACT  
TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AMENDMENT # 3

This Amendment dated August 25, 2022 is between the State of New Hampshire Department of Energy, 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, Coos County, NH 03570 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1076442, as approved by Governor and Council on September 23, 2020 (Item #47), as amended on March 24, 2021 (Item #42) and October 27, 2021 (Item #54), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

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

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

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

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

A) **Completion Date:** Amend Subparagraph 1.7 of the Agreement by striking the current completion date of September 30, 2022 and inserting in place thereof the date of September 30, 2023.

B) **Price Limitation:** Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$6,225,409.00 and inserting in place thereof the total sum of \$6,426,963.00.

E) **Exhibit C – Payment Terms:** Amend Exhibit C, first paragraph by striking the current sum of \$6,225,409.00 and inserting in place thereof the total sum of \$6,426,963.00.

Amend Exhibit C, second paragraph by striking the current sum of \$374,589.00 and inserting for administrative costs \$394,744.00.

Amend Exhibit C, second paragraph by striking the current sum of \$5,606,785.00 and inserting for program costs \$5,788,184.00.

CONTRACT AMENDMENT NH DEPT. OF ENERGY

Amend Exhibit C, third paragraph by striking the current contract dates of "October 1, 2020 through September 30, 2022" and inserting in place thereof "October 1, 2020 through September 30, 2023"

F) Exhibit D: Amend period covered by this certification to "October 1, 2020 to September 30, 2023"

G) Exhibit E: Amend contract period dates to "October 1, 2020 to September 30, 2023"

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

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

STATE OF NEW HAMPSHIRE  
NH Department of Energy

By: [Signature]  
For Jared Chicoine, Commissioner

Tri-County Community Action Program, Inc.

By: [Signature]  
Randall Pilotte Chief Financial Officer

State of New Hampshire  
County of Coos

On this 26<sup>th</sup> day of August, 2022, before me, Christina Morin, the undersigned officer, personally appeared Randall Pilotte, who acknowledged himself/herself to be the CFO of Tri-County Community Action Program, Inc., a corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes contained therein

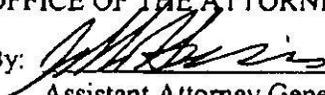
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace  
My Commission expires: 12/19/2023

CHRISTINA MORIN, Notary Public  
State of New Hampshire  
My Commission Expires December 19, 2023

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General

Date: September 2, 2022

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on \_\_\_\_\_, 2022.

OFFICE OF THE SECRETARY OF STATE

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

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

**CERTIFICATE OF AUTHORITY**

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

1. I am a duly elected Clerk/Secretary/Officer of Tri-County Community Action Program, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 31<sup>st</sup>, 2022 at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Jeanne Robillard, CEO and or Randall Pilotte, CFO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: 8/26/2022

Sandy Alonzo  
Signature of Elected Officer  
Name: Sandy Alonzo  
Title: Board Chair

CHRISTINA MORIN, Notary Public  
State of New Hampshire  
My Commission Expires December 19, 2023 Christina Morin

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0005774957



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 May A.D. 2022.

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

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/29/2022

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

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

| <b>PRODUCER</b><br>FIA/Cross Insurance<br>1100 Elm Street<br><br>Manchester NH 03101                        | <b>CONTACT NAME:</b> Andrea Nickén<br><b>PHONE (AC, No, Ext):</b> (603) 669-3218 <b>FAX (AC, No):</b> (603) 645-4331<br><b>E-MAIL ADDRESS:</b> manch.certs@crossagency.com  |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
|---|---|-------------------------------|--|--------|------------|-------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br><br>Tri-County Community Action Program, Inc<br>30 Exchange Street<br><br>Berlin NH 03570 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>Granite State Health Care and Human Services Self-</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Philadelphia Indemnity Ins Co | 18058 | INSURER B: | Granite State Health Care and Human Services Self- |  | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #                        |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:  | Philadelphia Indemnity Ins Co   | 18058                         |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:  | Granite State Health Care and Human Services Self-  |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:  |   |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:  |   |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:  |   |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER F:  |   |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 Master      **REVISION NUMBER:**

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

| USER LTR | TYPE OF INSURANCE  | ADDITIONAL SUBS | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------------|-------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                 | PHPK2433324             | 07/01/2022              | 07/01/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>Professional Liability \$ 1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY   |                 | PHPK2433331             | 07/01/2022              | 07/01/2023              | COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |                 | PHUB821555              | 07/01/2022              | 07/01/2023              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N        | HCHS20220000056 (3a) NH | 01/01/2022              | 01/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>EL EACH ACCIDENT \$ 1,000,000<br>EL DISEASE - EA EMPLOYEE \$ 1,000,000<br>EL DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

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

54 *JCR*

## STATE OF NEW HAMPSHIRE

INTERIM COMMISSIONER  
Jared Chicoine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



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

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

Tel. (603) 271-3670

FAX No. 271-1526

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

September 29, 2021

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

**REQUESTED ACTION**

Authorize the N.H. Department of Energy (Energy) to enter into a **Retroactive** amendment to an existing Contract Agreement (Contract #1076442) with Tri-County Community Action Program, Inc., (VC #177195), Berlin, NH, by extending the completion date from September 30, 2021 to September 30, 2022 with no change in the price limitation of \$6,225,409.00 for the Fuel Assistance Program (FAP), effective retroactively to October 1, 2021 upon approval of Governor and Executive Council. This contract was originally approved by Governor and Executive Council on September 23, 2020 (Item #47) and amended on March 24, 2021 (Item #42). 100% Federal Funds.

**EXPLANATION**

This request is **Retroactive** to allow the vendor additional time to expend the contract funds. US DHHS made CARES Act funds available in FY21 which resulted in an increase in remaining funds for the annual fuel assistance block grant funding. US DHHS allows the state and our sub-grantees two years to expend the funds. By extending this contract, the Community Action Agency is able to continue their efforts to add more low-income families to the approved clientele listing for assistance for the new heating season.

This Energy contract provides the Community Action Agency with program funds to support eligible New Hampshire residents, especially the working poor, elderly and disabled citizens who are in need of assistance to help pay for heating costs this winter season.

The Fuel Assistance Program (FAP) is a federally funded statewide program that makes home energy more affordable for income-qualified families, disabled and elderly residents of New Hampshire. Program funds are targeted to low income households with high energy burdens. Federal law establishes maximum income guidelines. Energy subcontracts to the five CAAs who are responsible for providing FAP services at the local level.

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

Respectfully submitted,

*Jared Chicoine*  
Jared Chicoine  
Director

JC/jel

NEW HAMPSHIRE DEPARTMENT OF ENERGY

SUBJECT: FUEL ASSISTANCE CONTRACT  
TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AMENDMENT # 2

This Amendment dated September 24, 2021 is between the State of New Hampshire Department of Energy, 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, Coos County, NH 03570 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1076442, as approved by Governor and Council on September 23, 2020 (Item #47), as amended on March 24, 2021 (Item #42), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

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

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

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

1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:
  - A) **Completion Date:** Amend Subparagraph 1.7 of the Agreement by striking the current completion date of September 30, 2021 and inserting in place thereof the date of September 30, 2022.
  - B) **Exhibit C – Payment Terms:** Amend Exhibit C, third paragraph by striking the current contract dates of "October 1, 2020 through September 30, 2021" and inserting in place thereof "October 1, 2020 through September 30, 2022"
  - C) **Exhibit D:** Amend period covered by this certification" to "October 1, 2020 to September 30, 2022"
  - D) **Exhibit E:** Amend contract period dates to "October 1, 2020 to September 30, 2022"
2. **Continuance of Agreement.** Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

CONTRACT AMENDMENT NH DEPT. OF ENERGY

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

STATE OF NEW HAMPSHIRE  
NH Department of Energy

By: [Signature]  
Jared Chicoine, Interim Commissioner

Tri-County Community Action Program, Inc.

By: [Signature]  
Jeanne Robillard, Chief Executive Officer

State of New Hampshire  
County of Coos

On this 29<sup>th</sup> day of September, 2021, before me, Christina Morin, the undersigned officer, personally appeared Jeanne Robillard, who acknowledged himself/herself to be the Chief Executive Officer of Tri-County Community Action Program, Inc., a corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes contained therein

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

[Signature]  
Notary Public/Justice of the Peace  
My Commission expires: 12/19/2023

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Assistant Attorney General

Date: 10/11/2021

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on \_\_\_\_\_, 2021.

OFFICE OF THE SECRETARY OF STATE

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

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

**CERTIFICATE OF VOTES**

(Corporate Authority)

I, Sandy Alonzo (Name) elected official of Tra-County Community Action Program, INC. (Corporation name)

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

elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on May 25<sup>th</sup> 2021, such authority (Date)

to be in force and effect until September 30, 2022. (Contract termination date)

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

Jeanne Robillard (Name)

Chief Executive Officer (Position)

(Name)

(Position)

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

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this

29<sup>th</sup> day of September, 2021.

Sandy Alonzo  
Elected Official

STATE OF New Hampshire  
COUNTY OF Coos

On this 29<sup>th</sup> day of September, 2021, before me, Christina Morin the undersigned Officer, personally appeared Sandy Alonzo who acknowledged her/himself to be the board chair of Tra-County Community Action Program, INC., a corporation and that she/he as such Board Chair being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

[Signature]  
Notary Public/Justice of the Peace  
Commission Expiration Date: 12/19/23

CHRISTINA MORIN, Notary Public  
State of New Hampshire  
My Commission Expires December 19, 2023

# 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 registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0005362631



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 May A.D. 2021.

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

William M. Gardner  
Secretary of State



42 QB



CHRISTOPHER T. SUNUNU  
GOVERNOR

**STATE OF NEW HAMPSHIRE**  
**OFFICE OF STRATEGIC INITIATIVES**  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301-3834  
Telephone: (603) 271-2155  
Fax: (603) 271-2615

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

March 8, 2021

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

APPROVED BY GOVERNOR  
& COUNCIL ON: 3/24/2021  
AGENDA ITEM: #42  
PO#1076442

REQUESTED ACTION

Authorize the Office of Strategic Initiatives (OSI) to amend the **SOLE SOURCE** Contract Agreement (Contract #1076442) with Tri-County Community Action Program, Inc., (VC #177195), Berlin, NH, by increasing the contract amount by \$1,708,963.00 from \$4,516,446.00 to \$6,225,409.00 for the Fuel Assistance Program (FAP), effective upon approval of Governor and Executive Council, through September 30, 2021. This contract was originally approved by Governor and Executive Council on September 23, 2020, Item #47. 100% Federal Funds.

Office of Strategic Initiatives, Fuel Assistance

FY 2021

01-02-02-024010-77050000

074-500587 Grants for Pub Assist & Relief

\$1,708,963.00

EXPLANATION

This contract amendment is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAAs) with the New Hampshire Fuel Assistance Program.

The additional amount requested in this contract amendment represents (the CAAs) share of Federal LIHEAP funding expected for PY 2021. This OSI contract amendment will provide the Community Action Agency with program funds to support eligible New Hampshire residents, especially the working poor, elderly and disabled citizens who are in need of assistance to help pay for heating costs this winter season.

The Fuel Assistance Program (FAP) is a federally funded statewide program that makes home energy more affordable for income-qualified families, disabled and elderly residents of New Hampshire. Program funds are targeted to low income households with high energy burdens. Federal law establishes maximum income guidelines. OSI subcontracts to the five CAAs who are responsible for providing FAP services at the local level.

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

Respectfully submitted,

Jared Chicoine  
Director

JC/adc

OFFICE OF STRATEGIC INITIATIVES

SUBJECT: FUEL ASSISTANCE CONTRACT  
TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AMENDMENT

This Amendment dated February 12, 2021 is between the State of New Hampshire, Office of Strategic Initiatives, 107 Pleasant Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, Coos County, NH 03570 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1076442, as approved by Governor and Council on September 23, 2020 (Item #47), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

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

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

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

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

A) Price Limitation: Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$4,516,446.00 and inserting in place thereof the total sum of \$6,225,409.00.

B) Exhibit C - Payment Terms: Amend Exhibit C, first paragraph by striking the current sum of \$4,516,446.00 and inserting in place thereof the total sum of \$6,225,409.00.

Amend Exhibit C, second paragraph by striking the current sum of \$367,859.00 and inserting \$374,589.00 for administrative costs.

Amend Exhibit C, second paragraph by striking the current sum of \$3,904,552.00 and inserting \$5,606,785.00 for program costs.

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

CONTRACT AMENDMENT OFFICE OF STRATEGIC INITIATIVES

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

STATE OF NEW HAMPSHIRE  
Office of Strategic Initiatives

By: [Signature]  
Jared Chicoine, Director

Tri-County Community Action Program, Inc.

By: [Signature]  
Randall Pilotte, Chief Financial Officer

State of New Hampshire  
County of Coos

On this 16<sup>th</sup> day of February, 2021, before me, Christina Morin, the undersigned officer, personally appeared Randall Pilotte, who acknowledged himself/herself to be the Chief Financial Officer of Tri-County Community Action Program, Inc., a corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes contained therein

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

CHRISTINA MORIN, Notary Public  
State of New Hampshire  
My Commission Expires December 19, 2023  
[Signature]  
Public Justice of the Peace  
My Commission expires: December 19, 2023

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Assistant Attorney General

Date: 3/10/2021

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on MAR 24 2021, 2021.

OFFICE OF THE SECRETARY OF STATE

By: [Signature]

Title: DEPUTY SECRETARY OF STATE

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

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0004969574



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of July A.D. 2020.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Sandy Alonzo Board Chair of Tri-County Community Action Program, Inc.  
(Name) (Corporation name)  
(Hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(State)  
elected and acting Board Chair of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on 9/29/2020, such authority  
(Date)  
to be in force and effect until September 30, 2021.  
(Contract termination date)

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

Jeanne Robillard Chief Executive Officer  
(Name) (Position)

Randall Pilote Chief Financial Officer  
(Name) (Position)

(5) The meeting of the Board of Directors was held in accordance with New Hampshire  
(State of incorporation)  
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded  
and continues in full force and effect as of the date hereof.

(6) I hereby understand 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 on contracts  
with the State of New Hampshire, all such limitations are expressly stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the corporation this

10<sup>th</sup> day of March, 2021.

Sandy Alonzo  
Board Chair



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/28/2021

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

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

|  |  |
|--|--|
| PRODUCER<br>FIAU/Cross Insurance<br>1100 Elm Street<br>Manchester NH 03101                   | CONTACT NAME: Andrea Nicklin<br>PHONE (803) 609-3218<br>FAX (803) 645-4331<br>EMAIL: anicklin@crossagency.com<br>ADDRESS: _____  |
| INSURED<br>Tri-County Community Action Program, Inc<br>30 Exchange Street<br>Berlin NH 03570 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Philadelphia Indemnity Ins Co<br>INSURER B: Granite State Health Care and Human Services Self-<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: 20-21 AM/21-22 WC REVISION NUMBER:

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

| LINE | TYPE OF INSURANCE  | ADDRESS  | POLICY NUMBER            | POLICY EFF | POLICY EXP | LIMITS   |
|------|--|----------|--------------------------|------------|------------|--|
| A    | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: _____ |          | PHPK2150055              | 07/01/2020 | 07/01/2021 | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COM/PROP AGG \$ 3,000,000 |
| A    | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HERED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |          | PHPK2150050              | 07/01/2020 | 07/01/2021 | COMMERED VEHICLE LIABILITY (Per person) \$ 1,000,000<br>BODILY INJURY (Per person) \$ _____<br>BODILY INJURY (Per accident) \$ _____<br>PROPERTY DAMAGE (Per accident) \$ _____<br>Underinsured motorist \$ 1,000,000                      |
| A    | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |          | PHUB728176               | 07/01/2020 | 07/01/2021 | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000   |
| B    | WORKERS COMPENSATION AND EMPLOYER LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N | NCHS20210000428 (3a.) NH | 02/01/2021 | 02/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>EL EACH ACCIDENT \$ 1,000,000<br>EL DISEASE - EA EMPLOYEE \$ 1,000,000<br>EL DISEASE - POLICY LIMIT \$ 1,000,000   |
| A    | Professional Liability   |          | PHPK2150055              | 07/01/2020 | 07/01/2021 | Each Occurrence \$ 1,000,000<br>Aggregate \$ 3,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

|  |   |
|--|---|
| CERTIFICATE HOLDER<br>NH Office of Strategic Initiatives<br>107 Pleasant Street<br>Johnson Hall<br>Concord, NH 03301 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Jalitha</i> |
|--|---|

© 1988-2015 ACORD CORPORATION. All rights reserved.



CHRISTOPHER T. SUNUNU  
GOVERNOR

STATE OF NEW HAMPSHIRE

OFFICE OF STRATEGIC INITIATIVES

107 Pleasant Street, Johnson Hall SEP 12 '20 am 10:47 DAS

Concord, NH 03301-3834

Telephone: (603) 271-2155

Fax: (603) 271-2615

DIVISION OF PLANNING

DIVISION OF ENERGY

www.nh.gov/osi

47 9B

September 9, 2020

APPROVED BY GOVERNOR  
& COUNCIL ON: 09/23/2020  
AGENDA ITEM: #47  
PO#1076442

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

REQUESTED ACTION

1) Authorize the Office of Strategic Initiatives (OSI) to enter into a SOLE SOURCE contract with Tri-County Community Action Program, Inc., (VC #177195), Berlin, NH, in the amount of \$4,516,446.00 for the Fuel Assistance Program effective October 1, 2020 through September 30, 2021, upon approval of Governor and Executive Council. 100% Federal Funds.

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

|   |                |
|---|----------------|
| <u>Office of Strategic Initiatives, Fuel Assistance</u> | <u>FY 2021</u> |
| 01-02-02-024010-77050000                                |                |
| 074-500587 Grants for Pub Assist & Relief               | \$4,516,446.00 |

2) Further request authorization to advance Tri-County Community Action Program, Inc. \$45,982.00 from the above-referenced contract amount.

EXPLANATION

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

FAP is a statewide program, funded by a Federal Low Income Home Energy Assistance Program (LIHEAP) Block Grant, and works to make home energy more affordable for income-qualified New Hampshire families, including those who are elderly or disabled. Program funds are targeted to low income households, with high energy burdens. The current maximum income level is 60% of the State Median Income (SMI), which is \$69,686.00 for a family of four. The average FAP benefit during the last program year was \$890.00.

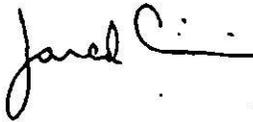
The LIHEAP program operates on an October 1, 2020 to September 30, 2021 program year, but at this time Congress has not finalized appropriations for the federal fiscal year 2021. Therefore, the contract amount for

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
September 9, 2020  
Page 2 of 2

each of the Community Action Agencies is based upon OSI's best estimate of anticipated federal funding, including carryover funds from the prior program year. No funds will be obligated under this contract unless federal monies are available to be expended. The proposed advance of funds will enable the CAA to operate the program between monthly reimbursements from the State.

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

Respectfully submitted,



Jared Chicoine  
Director

JC/EPS

Enclosures

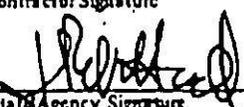
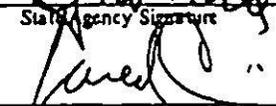
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |   |  |
|--|--|---|--|
| 1.1 State Agency Name<br>Office of Strategic Initiatives   |  | 1.2 State Agency Address<br>107 Pleasant Street, Johnson Hall<br>Concord, New Hampshire 03301 |  |
| 1.3 Contractor Name<br>Tri-County Community Action Program, Inc.   |  | 1.4 Contractor Address<br>30 Exchange Street, Berlin, NH 03370                                |  |
| 1.5 Contractor Phone Number<br>(603) 752-7001  | 1.6 Account Number<br>01-02-02-024010-77050000-<br>074-500587 02E21A | 1.7 Completion Date<br>September 30, 2021   | 1.8 Price Limitation<br>\$4,516,446.00 |
| 1.9 Contracting Officer for State Agency<br>Eileen Smiglowski, Fuel Assistance Program Administrator   |  | 1.10 State Agency Telephone Number<br>(603) 271-2155  |  |
| 1.11 Contractor Signature<br><br>Date: 9/9/20  |  | 1.12 Name and Title of Contractor Signatory<br>Jeanne Rnhillard, CEO                          |  |
| 1.13 State Agency Signature<br><br>Date: 9/9/2020   |  | 1.14 Name and Title of State Agency Signatory<br>Jared Chicoine, Director                     |  |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, Do: _____   |  |   |  |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: 9/11/2020                           |  |   |  |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br>G&C Item Number:  <b>DEPUTY SECRETARY OF STATE</b> SEP 23 2020 |  |   |  |

7.1 The Contractor shall provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services 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, add, or not permit any subcontractor or other person, firm or corporation with whom it is engaged in a committed effort to perform the Services to hire, in 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.

7. PERSONNEL

7.1 The Contractor shall be responsible for all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services 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, add, or not permit any subcontractor or other person, firm or corporation with whom it is engaged in a committed effort to perform the Services to hire, in 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.

7. PERSONNEL

7.1 The Contractor shall be responsible for all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services 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, add, or not permit any subcontractor or other person, firm or corporation with whom it is engaged in a committed effort to perform the Services to hire, in 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.

7. PERSONNEL

7.1 The Contractor shall be responsible for all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services 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, add, or not permit any subcontractor or other person, firm or corporation with whom it is engaged in a committed effort to perform the Services to hire, in 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.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5. CONTRACT PRICE/PRICE LIMITATION

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the net amount of the contract price less the amount of any taxes, fees, and other charges incurred by the Contractor in the performance hereof, and shall be the only and the complete

5.3 The Contractor shall be responsible for all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be properly licensed and otherwise authorized to do so under all applicable laws.

5.4 Notwithstanding any provision in this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, the Agreement and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless so much approval is requested, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

5.5 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 the 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.

5.6 The Contractor shall be responsible for all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be properly licensed and otherwise authorized to do so under all applicable laws.

5.7 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, add, or not permit any subcontractor or other person, firm or corporation with whom it is engaged in a committed effort to perform the Services to hire, in 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.

5.8 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.

4. CONDITIONAL NATURE OF AGREEMENT

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

4.2 The Contractor shall be responsible for all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be properly licensed and otherwise authorized to do so under all applicable laws.

4.3 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, add, or not permit any subcontractor or other person, firm or corporation with whom it is engaged in a committed effort to perform the Services to hire, in 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.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and enforceable in the courts of the State of New Hampshire and in the courts of the United States. The parties agree that the courts of the State of New Hampshire shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified to EXHIBIT A) and/or attached addenda and a contract, the terms of the P-37 (as modified to EXHIBIT A) shall control.

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

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

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

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

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

14. INSURANCE

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

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

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

14.2 The policies described in subpart 14.1 herein shall be issued by the New Hampshire 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 of insurance for all insurance required under the Agreement. The Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all insurance (s) of insurance required under this Agreement and warrants that the Contractor in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable certificate(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 law in connection with the performance of the Services under this Agreement.

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

15.1 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all insurance required under this Agreement and warrants that the Contractor in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable certificate(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 law in connection with the performance of the Services under this Agreement.

## EXHIBIT A

### SPECIAL PROVISIONS

1. Subparagraph 1.16 of the General Provisions, shall not apply to this agreement.
2. On or before the date set forth in Block 1.7 of the General Provisions, the Contractor shall deliver to the State an independent audit of the Contractor's entire agency by a qualified independent auditor in good standing with the state and federal government.
3. This audit shall be conducted in accordance with the audit requirements of Office of Management and Budget (OMB) Circular 2, CFR 200, Subpart F- Audit Requirements. The Fuel Assistance Program shall be considered a "major program" for purposes of this audit.
4. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.
5. The audit report shall include a schedule of prior years' questioned costs along with an Agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to OSI. The audit shall be forwarded to OSI within one month of the time of receipt by the Agency, accompanied by an action plan for each finding or questioned cost.
6. Delete the following from paragraph 10 of the General Provisions: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."
7. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.
8. Program and financial records pertaining to this contract shall be retained by the Agency for 3 (three) years from the date of submission of the final expenditure report per 2 CFR 200.333 - Retention Requirements for Records and until all audit findings have been resolved.
9. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995", the following provisions are applicable to this grant award:
  - a) Section 507: "Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."
  - b) Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all states receiving federal funds, including but not limited to state and local governments and recipients of federal research grants, shall clearly state

(1) the percentage of the total costs of the program or project which will be financed with federal money; (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources."

10. CLOSE OUT OF CONTRACT: All final required reports and reimbursement requests shall be submitted to the State within thirty (30) days of the completion date (Agreement Block 1.7).

14. ADVANCES: Advance funds must be used solely for appropriate Fuel Assistance Program expenditures. Advance program funds are to be used only for Fuel Assistance Program vendor payments. All Fuel Assistance Program payments, including Advance program payments, must be transferred from the Community Action Agency's general operating account into a specific Fuel Assistance Program account within 48 hours after being received electronically from the State. CAAs must submit the bank account number of the designated bank account for the advance funds to OSI prior to the electronic submission of the funds to the CAA. Unspent Advance program funds must remain in the FAP dedicated account at all times and cannot be commingled with any other CAA funds. CAAs are required to submit a complete electronic copy of the FAP dedicated bank account statement to OSI on a monthly basis.

## EXHIBIT B

### SCOPE OF SERVICES

The Contractor agrees to provide Fuel Assistance Program services to qualified low income individuals, and agrees to perform all such services and other work necessary to operate the Program in accordance with the requirements of this contract, the principles and objectives set forth in the Fuel Assistance Program Procedures Manual, Information Memoranda, and other guidance as determined by OSI.

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

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

TOCA LINEA71  
CFDA #93.568

Exhibits A, B & C  
Contractor Initials *jl*  
Date *9/11/20*  
Page 3 of 4

**EXHIBIT C**  
**PAYMENT TERMS**

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of \$4,516,446.00 (which hereinafter is referred to as the "Grant").

Upon the State's receipt of the 2021 Low Income Home Energy Assistance Program grant from the US Department of Health and Human Services, the following funds will be authorized:

\$367,859.00 for administration costs, of which \$45,982.00 will be issued as a cash advance;  
\$3,904,552.00 for program costs;  
\$244,035.00 for Assurance 16.

The dates for this contract are October 1, 2020 through September 30, 2021.

Approval to obligate (Exhibit I) the above-awarded funds will be provided in writing by the Office of Strategic Initiatives to the Contractor as the Federal funds become available. Drawdowns from the balance of funds will be made to the Contractor only after written documentation of cash need is submitted to the State. Disbursement of the Grant shall be in accordance with procedures established by the State as detailed in the Fuel Assistance Program Procedures Manual.

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

**NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES**

**STANDARD EXHIBIT D**

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

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

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 23, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference sub-grantees and sub-contractors) prior to award that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference sub-grantees and sub-contractors) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the Agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment. Contractors using this form should send it to:

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession of or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - (1) abide by the terms of the statement; and

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEE OTHER THAN INDIVIDUALS, cont'd.**

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

- (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

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

W. County Community Action Program, Inc.      October 1, 2020 to September 30, 2021  
Contractor Name      Period covered by this Certification

Jeanne Robillard, Chief Executive Officer  
Name and Title of Authorized Contractor Representative

      9/9/20  
Contractor Representative Signature      Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT E

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):
LHEAP

Contract Period: October 1, 2020 to September 30, 2021

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

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

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

Contractor Representative Signature: [Signature] Chief Executive Officer
Contractor's Representative Title

Contractor Name: Ten-County Community Action Program, Inc. Date: 9/19/20

## NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

### STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

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

##### *Instructions for Certification*

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

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

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

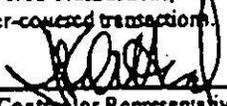
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared indigible, or voluntarily excluded from covered transactions by any federal department or agency;
  -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

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

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

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

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

  
Contractor Representative Signature

*Chief Executive Officer*  
Contractor's Representative Title

*To-County Community Action Program, Inc.*  
Contractor Name

*9/9/20*  
Date

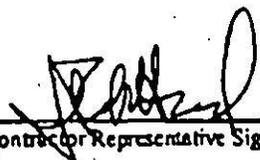
NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT C

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this proposal (contract), the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
Contractor Representative Signature

Chief Executive Officer  
Contractor's Representative Title

Ta-County Community Action Program, Inc.  
Contractor Name

9/9/20  
Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT H

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

In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994", smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities used for inpatient drug or alcohol treatment.

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

  
Contractor Representative Signature

Chief Executive Officer  
Contractor's Representative Title

Tri-County Community Action Program, Inc.  
Contractor Name

9/19/20  
Date

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

**STATE**

| First 7/1/2019 Wood and SEAS Only | ADMIN.     | FA PROGRAM   | SEAS     | ASSURANCE 16 | TOTAL        |
|-----------------------------------|------------|--------------|----------|--------------|--------------|
| <b>CONTRACTED BUDGET</b>          | 538,220.00 | 5,648,370.00 | 4,882.80 | 357,200.00   | 6,548,372.80 |
| EXPECTED BUDGET                   | 0.00       | 0.00         | 0.00     | 0.00         | 0.00         |
| PREVIOUSLY OBLIGATED              | 0.00       | 0.00         | 0.00     | 0.00         | 0.00         |
| <b>THIS APPROVAL TO OBLIGATE</b>  | 0.00       | 0.00         | 0.00     | 0.00         | 1,165,551.00 |
| TOTAL AVAILABLE TO OBLIGATE       | 0.00       | 1,165,551.00 | 0.00     | 0.00         | 1,165,551.00 |
| NOT AUTHORIZED TO OBLIGATE        | 538,220.00 | 4,480,819.00 | 4,882.80 | 357,200.00   | 5,380,821.80 |

**BMCA**

| First 7/1/2019                   | ADMIN.    | FA PROGRAM   | SEAS     | ASSURANCE 16 | TOTAL        |
|----------------------------------|-----------|--------------|----------|--------------|--------------|
| <b>CONTRACTED BUDGET</b>         | 95,663.00 | 1,003,566.00 | 1,000.00 | 69,960.00    | 1,170,209.00 |
| EXPECTED BUDGET                  |           |              |          |              | 0.00         |
| PREVIOUSLY OBLIGATED             | 0.00      | 0.00         | 0.00     | 0.00         | 0.00         |
| <b>THIS APPROVAL TO OBLIGATE</b> | 0.00      | 207,112.00   | 0.00     | 0.00         | 207,112.00   |
| TOTAL AVAILABLE TO OBLIGATE      | 0.00      | 207,112.00   | 0.00     | 0.00         | 207,112.00   |
| NOT AUTHORIZED TO OBLIGATE       | 95,663.00 | 796,474.00   | 1,000.00 | 69,960.00    | 963,097.00   |

**SNMS**

| First 7/1/2019                   | ADMIN.     | FA PROGRAM   | SEAS     | ASSURANCE 16 | TOTAL        |
|----------------------------------|------------|--------------|----------|--------------|--------------|
| <b>CONTRACTED BUDGET</b>         | 163,777.00 | 1,718,152.00 | 1,000.00 | 64,220.00    | 1,987,149.00 |
| EXPECTED BUDGET                  |            |              |          |              | 0.00         |
| PREVIOUSLY OBLIGATED             | 0.00       | 0.00         | 0.00     | 0.00         | 0.00         |
| <b>THIS APPROVAL TO OBLIGATE</b> | 0.00       | 354,578.00   | 0.00     | 0.00         | 354,578.00   |
| TOTAL AVAILABLE TO OBLIGATE      | 0.00       | 354,578.00   | 0.00     | 0.00         | 354,578.00   |
| NOT AUTHORIZED TO OBLIGATE       | 163,777.00 | 1,363,574.00 | 1,000.00 | 64,220.00    | 1,612,571.00 |

**SCS**

| First 7/1/2019                   | ADMIN.    | FA PROGRAM | SEAS   | ASSURANCE 16 | TOTAL        |
|----------------------------------|-----------|------------|--------|--------------|--------------|
| <b>CONTRACTED BUDGET</b>         | 83,835.00 | 878,501.00 | 825.00 | 64,960.00    | 1,029,121.00 |
| EXPECTED BUDGET                  |           |            |        |              | 0.00         |
| PREVIOUSLY OBLIGATED             | 0.00      | 0.00       | 0.00   | 0.00         | 0.00         |
| <b>THIS APPROVAL TO OBLIGATE</b> | 0.00      | 181,504.00 | 0.00   | 0.00         | 181,504.00   |
| TOTAL AVAILABLE TO OBLIGATE      | 0.00      | 181,504.00 | 0.00   | 0.00         | 181,504.00   |
| NOT AUTHORIZED TO OBLIGATE       | 83,835.00 | 697,997.00 | 825.00 | 64,960.00    | 847,617.00   |

**CAPBC**

| First 7/1/2019                   | ADMIN.    | FA PROGRAM | SEAS   | ASSURANCE 16 | TOTAL      |
|----------------------------------|-----------|------------|--------|--------------|------------|
| <b>CONTRACTED BUDGET</b>         | 54,678.00 | 573,893.00 | 757.60 | 55,110.00    | 684,138.60 |
| EXPECTED BUDGET                  |           |            |        |              | 0.00       |
| PREVIOUSLY OBLIGATED             | 0.00      | 0.00       | 0.00   | 0.00         | 0.00       |
| <b>THIS APPROVAL TO OBLIGATE</b> | 0.00      | 118,373.00 | 0.00   | 0.00         | 118,373.00 |
| TOTAL AVAILABLE TO OBLIGATE      | 0.00      | 118,373.00 | 0.00   | 0.00         | 118,373.00 |
| NOT AUTHORIZED TO OBLIGATE       | 54,678.00 | 455,220.00 | 757.60 | 55,110.00    | 565,763.60 |

**TCCA**

| First 7/1/2019                   | ADMIN.     | FA PROGRAM   | SEAS     | ASSURANCE 16 | TOTAL        |
|----------------------------------|------------|--------------|----------|--------------|--------------|
| <b>CONTRACTED BUDGET</b>         | 140,269.00 | 1,471,938.00 | 1,000.00 | 82,950.00    | 1,695,757.00 |
| EXPECTED BUDGET                  |            |              |          |              | 0.00         |
| PREVIOUSLY OBLIGATED             | 0.00       | 0.00         | 0.00     | 0.00         | 0.00         |
| <b>THIS APPROVAL TO OBLIGATE</b> | 0.00       | 303,884.00   | 0.00     | 0.00         | 303,884.00   |
| TOTAL AVAILABLE TO OBLIGATE      | 0.00       | 303,884.00   | 0.00     | 0.00         | 303,884.00   |
| NOT AUTHORIZED TO OBLIGATE       | 140,269.00 | 1,167,554.00 | 1,000.00 | 82,950.00    | 1,391,773.00 |

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT J

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

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

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

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

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

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

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

  
(Contractor Representative Signature)

Jeanne Robillard, Chief Executive Officer  
(Authorized Contractor Representative Name & Title)

To-Lovely Community Action Program, Inc.  
(Contractor Name)

9/9/20  
(Date)

Contractor Initials   
Date 9/9/20  
Page 1 of 2  
LINEAP21 CFDA#93.568

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT J  
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07 39 75708

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

NO

YES

If the answer to #2 above is NO, stop here.

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop here.

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

|             |               |
|-------------|---------------|
| Name: _____ | Amount: _____ |

Contractor Initials JK  
Date 9/19/20  
Page 2 of 2  
LIHEAP21 CFDA#93.548

**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 registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0004969574



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 31st day of July A.D. 2020.

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

William M. Gardner

Secretary of State

**CERTIFICATE OF VOTES**

(Corporate Authority)

I, Sandy Alongo, Chair/Vice Chair/Secretary of Tri-County Community Action Program, inc.  
(Name) (Corporation name)  
(Hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(State)  
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on May 26<sup>th</sup> 2020, such authority  
(Date)  
to be in force and effect until September 30, 2021.  
(Contract termination date)

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

|                                   |  |
|-----------------------------------|--|
| <u>Jeanne Robillard</u><br>(Name) | <u>Chief Executive Officer</u><br>(Position) |
| <u>Randall Pilote</u><br>(Name)   | <u>Chief Financial Officer</u><br>(Position) |

(5) The meeting of the Board of Directors was held in accordance with New Hampshire  
(State of incorporation)  
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded  
and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair/ Vice Chair/Secretary of the corporation this  
9<sup>th</sup> day of September, 2020.

Sandy Alongo  
Chair/ Vice Chair/Secretary

STATE OF New Hampshire  
COUNTY OF Cook

On this 9<sup>th</sup> day of September, 2020, before me, Christina Morin the undersigned Officer,  
personally appeared Sandy Alongo who acknowledged her/himself to be the Board Chair of  
Tri-County Community Action Program, Inc., a corporation and that she/he as such Board Chair being  
authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Christina Morin  
Notary Public/Justice of the Peace  
Commission Expiration Date 12/1/23

CHRISTINA MORIN, Notary Public  
State of New Hampshire  
My Commission Expires December 10, 2023

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

15FY20 Board Resolution: Resolution of the Corporation

Authority to Sign

The Board of Directors of Tri County Community Action Program, Inc. (the "Corporation") takes the following action:

**Resolved,**

That the Tri-County Community Action Program, Inc. Chief Executive Officer (CEO), Jeanne L. Robillard, Randall S. Pilote, Chief Financial Officer (CFO) and Regan L. Pride, Chief Operating Officer (COO) are hereby authorized on behalf of this Corporation to enter into contracts with the Federal Government, State of New Hampshire, and any other parties as deemed necessary and to execute any and all documents, agreements and other instruments and amendments, revisions or modifications thereto, as may be deemed necessary, desirable or appropriate for the corporation; this authorization being enforced and effective until June 30<sup>th</sup>, 2021.

A true and correct copy of the resolution adopted therein was duly authorized by the Board of Directors on May 26<sup>th</sup>, 2020

By: Sandy Alonzo  
Name: Sandy Alonzo  
Title: Board Chair

By: [Signature]  
Name: Anne Barber  
Title: Interim Vice Chair



# CERTIFICATE OF LIABILITY INSURANCE

DATE (88MMDDYYYY)  
08/23/2020

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

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

|  |   |
|--|---|
| <b>PRODUCER</b><br>RMA/Cross Insurance<br>1100 Elm Street  | <b>CONTACT NAME:</b> Karen Shughnessy<br><b>PHONE (AC, HQ, EXT):</b> (603) 869-3218<br><b>FAX (AC, EXT):</b> (603) 643-4331<br><b>EMAIL:</b> kshughnessy@crossagency.com            |
| <b>Manufacturer</b><br>NH 03101  | <b>INSURER(S) AFFORDING COVERAGE</b>  |
| <b>INSURED</b><br>Tri-Cooney Community Action Program, Inc<br>30 Exchange Street<br>Dorset<br>NH 03570 | <b>INSURER A:</b> Tokio Marine Holdings, Inc.<br><b>INSURER B:</b> Granite State Health Care and Human Services Ser-<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b> |

COVERAGES      CERTIFICATE NUMBER: 20-21 AJ Lines      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.

| FORM | TYPE OF INSURANCE  | INSURER  | POLICY NUMBER            | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS   |
|------|--|----------|--------------------------|-------------------------------|-------------------------------|--|
| A    | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR<br>OTHER AGGREGATE LIMIT APPLIED FOR:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. BCT <input type="checkbox"/> LOC<br>OTHER: |          | PHPK2150036              | 07/01/2020                    | 07/01/2021                    | EACH OCCURRENCE<br>DAMAGE TO RENTED<br>PREMISES (REAL PROPERTY)   1,000,000<br>MED EXP (Per person)   100,000<br>PERSONAL & ADV INJURY   1,000,000<br>GENERAL AGGREGATE   3,000,000<br>PRODUCTS - COMPLEXP AGG   3,000,000 |
| A    | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTO ONLY<br><input type="checkbox"/> HIRED AUTO ONLY<br><input type="checkbox"/> SCHEDULED AUTO<br><input type="checkbox"/> NON-OWNED AUTO ONLY   |          | PHPK2150030              | 07/01/2020                    | 07/01/2021                    | COMBINED SINGLE LIMIT (Per accident)   1,000,000<br>BODILY INJURY (Per person)    <br>BODILY INJURY (Per accident)    <br>MEDICAL EXPENSE (Per person)    <br>UNDERWRITABLE MOTORIST   1,000,000                           |
| A    | <input checked="" type="checkbox"/> UMBRELLA LMB<br><input checked="" type="checkbox"/> EXCESS LMB<br><input type="checkbox"/> EXCESS LMB<br><input checked="" type="checkbox"/> RETENTION   10,000  |          | PHLBJ720176              | 07/01/2020                    | 07/01/2021                    | EACH OCCURRENCE   2,000,000<br>AGGREGATE   2,000,000   |
| B    | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETORSHIP/EXECUTIVE OFFICERS/EMERGENCY EXCLUDED? (Member to file)<br>If yes, describe under DESCRIPTION OF OPERATIONS below:  | Y/N<br>N | HCHS20200000241 (3rd) NH | 02/01/2020                    | 02/01/2021                    | <input checked="" type="checkbox"/> PER ACCIDENT<br><input type="checkbox"/> PER YEAR<br>ALL EACH ACCIDENT   1,000,000<br>ALL DISEASE - EA EMPLOYEE   1,000,000<br>ALL DISEASE - POLICY LIMIT   1,000,000                  |
| A    | Professional Liability   |          | PHPK2150036              | 07/01/2020                    | 07/01/2021                    | Each Occurrence   81,000,000<br>Aggregate   83,000,000   |

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

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>NH Office of Strategic Initiatives<br>107 Pleasant Street<br>Jefferson Hall<br>Concord<br>NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Jane Shughnessy</i> |
|---|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

*Financial Statements*

---

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

**AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018  
AND  
INDEPENDENT AUDITORS' REPORTS**

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

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

**TABLE OF CONTENTS**

|  | <u>Page(s)</u> |
|--|----------------|
| Independent Auditors' Report   | 1 - 2          |
| Consolidated Financial Statements:   |                |
| Statements of Financial Position   | 3              |
| Statement of Activities  | 4              |
| Statements of Cash Flows   | 5              |
| Statements of Functional Expenses  | 6 - 7          |
| Notes to Financial Statements  | 8 - 28         |
| Supplementary Information:   |                |
| Schedule of Expenditures of Federal Awards   | 29 - 31        |
| 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 | 32 - 33        |
| Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance   | 34 - 35        |
| Schedule of Findings and Questioned Costs  | 36             |



To the Board of Directors of  
Tri-County Community Action Program, Inc. and Affiliate:  
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 (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, the related consolidated statements of cash flows and functional expenses for the years then ended, the related consolidated statement of activities for the year ended June 30, 2019 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 auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2019 and 2018, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019, in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2018 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 19, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

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

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 21, 2019, 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 the effectiveness of Tri-County Community Action Program, Inc.'s 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.

*Leon McDonnell & Roberts*  
*Professional Association*

October 21, 2019  
North Conway, New Hampshire

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

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2019 AND 2018**

| <u>ASSETS</u>                                     |                      |                      |
|---|----------------------|----------------------|
|   | <u>2019</u>          | <u>2018</u>          |
| <b>CURRENT ASSETS</b>                             |                      |                      |
| Cash and cash equivalents                         | \$ 1,400,750         | \$ 1,329,038         |
| Restricted cash                                   | 583,663              | 380,902              |
| Accounts receivable                               | 1,274,083            | 1,156,657            |
| Property held for sale                            | 47,000               |                      |
| Prepaid receivable                                | 231,161              | 212,207              |
| Inventories                                       | 85,888               | 87,589               |
| Prepaid expenses                                  | <u>24,937</u>        | <u>25,610</u>        |
| Total current assets                              | <u>3,558,860</u>     | <u>3,192,013</u>     |
| <b>PROPERTY</b>                                   |                      |                      |
| Property and equipment                            | 12,080,152           | 12,612,869           |
| Less accumulated depreciation                     | <u>(5,178,535)</u>   | <u>(5,203,324)</u>   |
| Property, net                                     | <u>6,907,617</u>     | <u>7,609,365</u>     |
| <b>OTHER ASSETS</b>                               |                      |                      |
| Restricted cash                                   | <u>418,938</u>       | <u>325,863</u>       |
| <b>TOTAL ASSETS</b>                               | <b>\$ 10,883,433</b> | <b>\$ 11,127,241</b> |
| <u>LIABILITIES AND NET ASSETS</u>                 |                      |                      |
| <b>CURRENT LIABILITIES</b>                        |                      |                      |
| Demand note payable                               | \$                   | \$ 518,022           |
| Current portion of long-term debt                 | 148,449              | 142,733              |
| Current portion of capital lease obligations      | 4,670                | 4,445                |
| Accounts payable                                  | 221,971              | 237,276              |
| Accrued compensated absences                      | 204,078              | 203,121              |
| Accrued salaries                                  | 210,952              | 167,509              |
| Accrued expenses                                  | 89,524               | 131,868              |
| Refundable advances                               | 197,357              | 193,069              |
| Other liabilities                                 | <u>598,195</u>       | <u>387,168</u>       |
| Total current liabilities                         | <u>1,674,797</u>     | <u>2,001,230</u>     |
| <b>LONG TERM DEBT</b>                             |                      |                      |
| Long term debt, net of current portion            | 5,227,635            | 5,373,937            |
| Capital lease obligations, net of current portion | <u>3,355</u>         | <u>8,228</u>         |
| Total liabilities                                 | <u>6,905,987</u>     | <u>7,383,393</u>     |
| <b>NET ASSETS</b>                                 |                      |                      |
| Without donor restrictions                        | 3,399,192            | 2,928,057            |
| With donor restrictions                           | <u>878,254</u>       | <u>817,791</u>       |
| Total net assets                                  | <u>4,077,446</u>     | <u>3,743,848</u>     |
| <b>TOTAL LIABILITIES AND NET ASSETS</b>           | <b>\$ 10,883,433</b> | <b>\$ 11,127,241</b> |

See Notes to Consolidated Financial Statements

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

**'CONSOLIDATED STATEMENT OF ACTIVITIES'  
FOR THE YEAR ENDED JUNE 30, 2019  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

|   | Without Donor<br>Restrictions | With Donor<br>Restrictions | 2019<br>Total       | 2018<br>Total       |
|---|-------------------------------|----------------------------|---------------------|---------------------|
| <b>REVENUES AND OTHER SUPPORT:</b>  |                               |                            |                     |                     |
| Grants and contracts  | \$ 14,074,008                 | \$ 401,108                 | \$ 14,475,116       | \$ 14,306,088       |
| Program funding   | 1,187,508                     | -                          | 1,187,508           | 1,339,837           |
| Utility programs  | 1,287,103                     | -                          | 1,287,103           | 1,078,351           |
| In-kind contributions   | 477,187                       | -                          | 477,187             | 351,187             |
| Contributions   | 230,888                       | -                          | 230,888             | 389,375             |
| Fundraising   | 38,303                        | -                          | 38,303              | 58,836              |
| Rental income   | 825,048                       | -                          | 825,048             | 678,112             |
| Interest income   | 643                           | -                          | 643                 | 348                 |
| (Loss) gain on disposal of property   | (32,892)                      | -                          | (32,892)            | 48,487              |
| Loss on write down of property held for sale  | (255,492)                     | -                          | (255,492)           | -                   |
| Other revenue   | 188,284                       | -                          | 188,284             | 81,828              |
| <b>Total revenues and other support</b>   | <b>17,809,745</b>             | <b>401,108</b>             | <b>18,210,851</b>   | <b>18,263,317</b>   |
| <b>NET ASSETS RELEASED FROM RESTRICTIONS</b>  | <b>540,842</b>                | <b>(340,842)</b>           |                     |                     |
| <b>Total revenues, other support, and<br/>net assets released from restrictions</b> | <b>18,350,587</b>             | <b>(139,734)</b>           | <b>18,210,851</b>   | <b>18,263,317</b>   |
| <b>FUNCTIONAL EXPENSES:</b>   |                               |                            |                     |                     |
| <b>Program Services:</b>  |                               |                            |                     |                     |
| Agency Fund   | 830,639                       | -                          | 830,639             | 622,701             |
| Food Bank   | 2,451,298                     | -                          | 2,451,298           | 2,481,916           |
| Guardianship  | 787,241                       | -                          | 787,241             | 780,009             |
| Transportation  | 818,089                       | -                          | 818,089             | 879,729             |
| Volunteer   | 118,408                       | -                          | 118,408             | 122,841             |
| Workforce Development   | 354,263                       | -                          | 354,263             | 384,252             |
| Alcohol and Other Drugs   | -                             | -                          | -                   | 444,581             |
| Carroll County Dental   | 747,474                       | -                          | 747,474             | 642,837             |
| Support Center  | 381,650                       | -                          | 381,650             | 378,172             |
| Meals/Hotels  | 714,068                       | -                          | 714,068             | 877,783             |
| Energy and Community Development  | 7,788,860                     | -                          | 7,788,860           | 7,483,043           |
| Elder   | 1,482,813                     | -                          | 1,482,813           | 1,147,818           |
| Housing Services  | 172,552                       | -                          | 172,552             | 178,511             |
| <b>Total program services</b>   | <b>18,835,151</b>             | <b>-</b>                   | <b>18,835,151</b>   | <b>18,302,063</b>   |
| <b>Supporting Activities:</b>   |                               |                            |                     |                     |
| General and administrative  | 1,032,207                     | -                          | 1,032,207           | 1,102,448           |
| Fundraising   | 8,825                         | -                          | 8,825               | 8,023               |
| <b>Total supporting activities</b>  | <b>1,041,032</b>              | <b>-</b>                   | <b>1,041,032</b>    | <b>1,110,471</b>    |
| <b>Total functional expenses</b>  | <b>17,876,183</b>             | <b>-</b>                   | <b>17,876,183</b>   | <b>17,412,534</b>   |
| <b>CHANGE IN NET ASSETS</b>   | <b>474,404</b>                | <b>(139,734)</b>           | <b>334,670</b>      | <b>850,783</b>      |
| <b>NET ASSETS, BEGINNING OF YEAR</b>  | <b>3,828,037</b>              | <b>817,791</b>             | <b>3,743,846</b>    | <b>2,892,063</b>    |
| <b>NET ASSETS, END OF YEAR</b>  | <b>\$ 3,399,182</b>           | <b>\$ 878,254</b>          | <b>\$ 4,077,448</b> | <b>\$ 3,743,846</b> |

See Notes to Consolidated Financial Statements

**TRICOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

|   | 2019                | 2018                |
|---|---------------------|---------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>   |                     |                     |
| Change in net assets  | \$ 333,388          | \$ 849,853          |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: |                     |                     |
| Depreciation  | 447,689             | 483,483             |
| Loss (gain) on disposal of property   | 32,892              | (48,487)            |
| Loss on write down of property held for sale  | 253,492             |                     |
| Increase (decrease) in assets:  |                     |                     |
| Accounts receivable   | (117,428)           | 170,337             |
| Pledgers receivable   | (18,834)            | (8,403)             |
| Inventories   | 1,883               | (71,828)            |
| Prepaid expenses  | (8,397)             | 19,705              |
| Restricted cash   | (280,134)           | 235,822             |
| Increase (decrease) in liabilities:   |                     |                     |
| Accounts payable  | (15,705)            | (281,371)           |
| Accrued compensated absences  | 958                 | (39,424)            |
| Accrued salaries  | 23,444              | (8,374)             |
| Accrued expenses  | (42,384)            | 24,281              |
| Refundable advances   | 6,088               | (8,479)             |
| Other liabilities   | 211,027             | (758,143)           |
| <b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>  | <u>813,871</u>      | <u>1,092,152</u>    |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>   |                     |                     |
| Proceeds from disposal of property  | 14,283              | 278,972             |
| Purchases of property and equipments  | <u>(95,588)</u>     | <u>(141,233)</u>    |
| <b>NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES</b>                                  | <u>(81,305)</u>     | <u>137,739</u>      |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>   |                     |                     |
| Net repayment on demand note payable  | (518,022)           | (90,412)            |
| Redemption of long-term debt  | (140,388)           | (311,983)           |
| Repayment of capital lease obligations  | <u>(6,448)</u>      | <u>(4,058)</u>      |
| <b>NET CASH USED IN FINANCING ACTIVITIES</b>  | <u>(664,858)</u>    | <u>(406,453)</u>    |
| <b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>  | 77,712              | 823,438             |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>   | <u>1,320,038</u>    | <u>505,700</u>      |
| <b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>   | <u>\$ 1,400,750</u> | <u>\$ 1,329,138</u> |
| <b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>                                    |                     |                     |
| Cash paid during the year for:  |                     |                     |
| Interest  | <u>\$ 152,078</u>   | <u>\$ 182,514</u>   |
| <b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>               |                     |                     |
| Property donated  | <u>\$ -</u>         | <u>\$ 18,830</u>    |

See Notes to Consolidated Financial Statements

**TALCOTT COUNTY COMMUNITY ACTION PROGRAM, INC.**

**CONSOLIDATED STATEMENT OF FUNCTIONS  
FOR THE YEAR ENDED AUG. 31, 2011**

|   | General Fund        | State           | Fed                  | Coop. & Administrative | Fundraising     | Total                |
|---|---------------------|-----------------|----------------------|------------------------|-----------------|----------------------|
| Direct Expenses                             |                     |                 |                      |                        |                 |                      |
| Payroll                                     | \$ 199,241          | \$ 1,366        | \$ 3,457,300         | \$ 898,437             | \$ -            | \$ 5,055,344         |
| Payroll taxes and benefits                  | 49,798              | -               | 1,413,750            | (42,774)               | -               | 1,920,774            |
| Assistance to clients                       | 27,357              | -               | 4,780,319            | -                      | -               | 5,007,676            |
| Carfare for supplies                        | 3,408               | 1,778           | 648,305              | 11,430                 | -               | 874,921              |
| Supplies and materials                      | 7,678               | -               | 573,718              | 68,368                 | -               | 650,764              |
| Depreciation expense                        | 169,857             | 149             | 447,868              | 3,157                  | -               | 621,031              |
| Travel expenses                             | -                   | -               | 477,187              | -                      | -               | 477,187              |
| Consultants and contractors                 | 20,400              | -               | 372,318              | 19,029                 | -               | 411,747              |
| Utilities                                   | 148,797             | 161             | 378,838              | 3,708                  | -               | 529,904              |
| Travel and mileage                          | 11,024              | 167             | 297,807              | 20,789                 | -               | 319,787              |
| Other direct program costs                  | 2,825               | 174             | 137,898              | 9,379                  | 9,285           | 159,561              |
| Facilities and administrative               | 16,817              | 731             | 100,147              | 94,740                 | -               | 212,435              |
| Building and grounds maintenance            | 93,800              | 198             | 179,348              | 30                     | -               | 373,476              |
| Interest expense                            | 117,580             | -               | 152,985              | 953                    | -               | 271,518              |
| Vehicle expenses                            | 7,747               | -               | 129,963              | -                      | -               | 137,710              |
| Insurance                                   | 48,577              | 318             | 89,016               | 32,772                 | -               | 170,683              |
| Maintenance of equipment and rental         | 987                 | 231             | 83,809               | 12,847                 | -               | 87,875               |
| Other                                       | 8,283               | -               | 13,817               | 427                    | -               | 22,527               |
| <b>Direct Expenses</b>                      | <b>950,639</b>      | <b>2,442</b>    | <b>18,825,481</b>    | <b>1,032,207</b>       | <b>9,285</b>    | <b>19,817,254</b>    |
| Indirect Expenses                           |                     |                 |                      |                        |                 |                      |
| Indirect costs                              | 98,243              | -               | 1,037,707            | (1,037,707)            | -               | 98,243               |
| <b>Total Direct &amp; Indirect Expenses</b> | <b>\$ 1,048,882</b> | <b>\$ 2,442</b> | <b>\$ 19,863,188</b> | <b>\$ -</b>            | <b>\$ 9,285</b> | <b>\$ 19,913,717</b> |

See Notes to Consolidated Financials

IRIS COUNTY COMMUNITY ACTION PROGRAM, INC. A1

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2011

|   | Animal Care         | Food Bank           | IRIS                 | General & Administrative | Construction    | IRIS                 |
|---|---------------------|---------------------|----------------------|--------------------------|-----------------|----------------------|
| Direct Expenses                             |                     |                     |                      |                          |                 |                      |
| Payroll                                     | \$ 89,715           | \$ 1,250,877        | \$ 5,214,079         | \$ 670,587               | \$ -            | \$ 7,225,258         |
| Payroll taxes and benefits                  | 73,319              | 328,000             | 1,700,319            | 284,811                  | -               | 2,386,439            |
| Administrative clerks                       | 74,171              | -                   | 5,332,348            | -                        | -               | 5,330,540            |
| Commutables expenses                        | 4,723               | 740,822             | 849,450              | 11,719                   | -               | 1,606,714            |
| Books, notes and manuals                    | 71,813              | 184,400             | 679,643              | 72,345                   | -               | 1,628,201            |
| Distribution charges                        | 324,873             | 1,000               | 483,483              | -                        | -               | 809,356              |
| In-kind expenses                            | 12,900              | 708,000             | 231,169              | -                        | -               | 1,052,069            |
| Construction and correction                 | 25,815              | 28,000              | 313,842              | 13,482                   | -               | 377,139              |
| Utilities                                   | 123,331             | 32,843              | 328,452              | 3,889                    | -               | 488,415              |
| Travel and shipping                         | 3,083               | 50,713              | 278,787              | 8,470                    | -               | 332,953              |
| Other direct program costs                  | 44,823              | 9,700               | 182,649              | 28,324                   | 8,072           | 263,568              |
| Facilities and administrative               | 243                 | 28,300              | 84,449               | 108,339                  | -               | 221,331              |
| Building and grounds maintenance            | 13,827              | 82,300              | 188,381              | 180                      | -               | 284,688              |
| Printing expenses                           | 17,777              | 3                   | 463,491              | 1,741                    | -               | 683,012              |
| Vehicle expenses                            | 4,287               | 4                   | 184,881              | -                        | -               | 193,472              |
| Materials                                   | 63,434              | 14,000              | 151,313              | 5,282                    | -               | 234,029              |
| Maintenance of equipment and repair         | -                   | 52,100              | 127,333              | 14,818                   | -               | 194,251              |
| Food fees                                   | -                   | 1                   | 2,312                | -                        | -               | 2,312                |
| <b>Total Direct Expenses</b>                | <b>1,013,074</b>    | <b>2,464,811</b>    | <b>18,381,386</b>    | <b>1,162,248</b>         | <b>8,072</b>    | <b>17,305,637</b>    |
| Indirect Expenses                           |                     |                     |                      |                          |                 |                      |
| Indirect costs                              | 81,350              | 748,261             | 1,162,448            | (1,162,448)              | -               | 1,529,411            |
| Capitalized Expenses                        |                     |                     |                      |                          |                 |                      |
| Less: (IRIS) 2011                           | (72,372)            | -                   | (72,372)             | -                        | -               | (144,744)            |
| <b>Total Direct &amp; Indirect Expenses</b> | <b>\$ 1,022,052</b> | <b>\$ 2,700,000</b> | <b>\$ 17,409,014</b> | <b>\$ -</b>              | <b>\$ 8,072</b> | <b>\$ 17,113,060</b> |

See Notes to Consolidated Financials

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

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

**Organization and Principles of Consolidation**

The consolidated 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 the Organization's 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 provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri County Community Action Head Start serves 217 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

#### 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. This program serves 414 individuals. Additional services include conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

#### 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 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

#### Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 394 volunteers, ages 55 and older, of which 287 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 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 46,764 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 families (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 included 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) provided 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 offered assistance with its impaired driver programs.

Effective October 1, 2017, the Organization is no longer responsible for the Alcohol & Other Drugs (AOD) program. The grants for the program were transferred to North Country Health Consortium (NCHC), as they took over the program. The Friendship House was sold to Affordable Housing, Education and Development (AHEAD).

#### 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.

#### Support Center

The Organization's Support Center at Birch 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 Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

### Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

### 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 person-centered counseling, 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 (HUD), and a significant portion of their rental income is received from HUD.

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 HUD with respect to the rental charges and operating methods.

The Organization has a Section 202 Capital Advance, Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program.

#### Method of accounting

The consolidated 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

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

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

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

The Organization has net assets with donor restrictions of \$678,254 and \$817,791 at June 30, 2019 and 2018, respectively. See Note 13.

#### Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions, and reported in the statement of activities as net assets released from restrictions.

### 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 on 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 program. 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 States 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 that do not materially prolong the useful lives of assets 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 \$197,157 and \$191,069 as of June 30, 2019 and 2018, respectively.

#### Nonprofit tax status:

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with 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'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. The Organization is no longer subject to examinations by tax authorities for years prior to 2015.

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.

Due to changes in the tax law in the 2017 Tax Cuts and Jobs Act, the Organization is subject to file an Unrelated Business Income Tax Return for unallowed expenses for the year ended June 30, 2019. These expenses fall under the qualified taxable fringe benefits. The total tax due for the year ended June 30, 2019 is approximately \$8,000.

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, employer contribution payments ceased, therefore as of June 30, 2019 and 2018, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

#### Donated services and goods

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.

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 net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

#### 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 net assets without donor restrictions 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 net assets with donor restrictions. 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 net assets with donor restrictions to net assets without donor restrictions 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 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, net assets with donor restrictions are reclassified to net assets without donor restrictions.

As of June 30, 2019 and 2018, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of \$231,161 and \$212,207, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

#### Use of Estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and 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 programs 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 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 statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily 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 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, 2018, received provisional approval and is effective, until amended, at a rate of 12.50%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2018 was 11.45%. The actual rate for the year ended June 30, 2019 was approximately 10.44%, which is allowable because it is less than the provisional rate.

**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 years ended June 30, 2019 and 2018 was \$11,698 and \$18,616, respectively.

**Debt Issuance Costs**

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "Simplifying the Presentation of Debt Issuance Costs." The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of \$887 has been included with interest expense in the consolidated statements of functional expenses for both 2019 and 2018.

**New Accounting Pronouncement**

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

**NOTE 2. LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

|   | <u>2019</u>         | <u>2018</u>         |
|---|---------------------|---------------------|
| Financial assets at year-end:   |                     |                     |
| Cash and cash equivalents, undesignated   | \$ 1,400,750        | \$ 1,329,038        |
| Accounts receivable   | 1,274,083           | 1,156,657           |
| Pledges receivable  | <u>231,181</u>      | <u>212,207</u>      |
| Total financial assets  | <u>2,905,894</u>    | <u>2,697,902</u>    |
| Less amounts not available to be used within one year:                              |                     |                     |
| Net assets with donor restrictions  | 678,254             | 817,791             |
| Less net assets with time restrictions to be met in less than a year                | <u>(348,631)</u>    | <u>(540,643)</u>    |
| Amounts not available within one year   | <u>329,623</u>      | <u>277,148</u>      |
| Financial assets available to meet general expenditures over the next twelve months | <u>\$ 2,576,371</u> | <u>\$ 2,420,754</u> |

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$2,788,000 and \$2,729,000 respectively, at June 30, 2019 and 2018.

**NOTE 3. 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, 2019 and 2018, the balances in interest and non-interest-bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2019 and 2018, there was approximately \$1,750,000 and \$1,200,000 of deposits held in excess of the FDIC limit, respectively. 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 7. It is required to maintain a balance of \$19,988 in the account, which 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, 2019 and 2018 was \$20,010 and \$19,960, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2019 and 2018. These amounts are included in restricted cash on the Statements 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 7). The required balance in the account is \$173,617 and is equal to 12 monthly payments. The balance as of June 30, 2019 and 2018 was \$176,298 and \$176,570, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements 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 restriction at June 30, 2019 and 2018 was \$582,116 and \$378,605, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2019 and 2018 was \$582,116 and \$378,605, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

At June 30, 2019, the Organization had \$45,198 in restricted cash relating to the property that is held for sale at year end. Upon the sale of the property, it will be donated to another non-profit Organization.

Certain cash accounts related to Cornerstone Housing North, Inc. are 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, 2019 and 2018 was \$179,277 and \$131,610, respectively. See Note 15.

**NOTE 4. INVENTORY**

In 2019 and 2018, inventory included weatherization materials which had 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, 2019 and 2018, consists of weatherization materials totaling \$85,886 and \$87,569, respectively.

During the year ended June 30, 2018, the Organization adopted the provisions of the FASB Accounting Standard Update (ASU) 2015-11, *Inventory, (Topic 330): Simplifying the Measurement of Inventory*, which simplifies the subsequent measurement of inventory by requiring inventory to be measured at the lower of cost or net realizable value. Net realizable value is the estimated selling price of inventory in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The Organization has evaluated ASU 2015-11 and has determined that there is no material impact to the financial statements.

**NOTE 5. ACCRUED EARNED TIME**

For the years ending June 30, 2019 and 2018, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2019 and 2018, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$204,079 and \$203,121, respectively.

**NOTE 6. PROPERTY**

Property consists of the following at June 30, 2019:

|                             | <u>Capitalized<br/>Cost</u> | <u>Accumulated<br/>Depreciation</u> | <u>Net<br/>Book Value</u> |
|-----------------------------|-----------------------------|-------------------------------------|---------------------------|
| Building                    | \$ 9,709,749                | \$ 3,469,618                        | \$ 6,240,131              |
| Equipment                   | 1,950,063                   | 1,708,917                           | 241,146                   |
| Construction<br>In progress | 2,500                       |                                     | 2,500                     |
| Land                        | <u>423,840</u>              |                                     | <u>423,840</u>            |
|                             | <u>\$12,086,152</u>         | <u>\$ 5,178,535</u>                 | <u>\$ 6,907,617</u>       |

Property consists of the following at June 30, 2018:

|           | <u>Capitalized<br/>Cost</u> | <u>Accumulated<br/>Depreciation</u> | <u>Net<br/>Book Value</u> |
|-----------|-----------------------------|-------------------------------------|---------------------------|
| Building  | \$10,003,944                | \$ 3,448,411                        | \$ 6,555,533              |
| Equipment | 2,384,905                   | 1,754,913                           | 629,992                   |
| Land      | <u>423,840</u>              |                                     | <u>423,840</u>            |
|           | <u>\$12,812,689</u>         | <u>\$ 5,203,324</u>                 | <u>\$ 7,609,365</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 years ended June 30, 2019 and 2018 totaled \$447,669 and \$463,483, respectively.

The Organization has property held for sale at June 30, 2019 amounting to \$47,000, which is classified as a current asset in the accompanying consolidated statements of financial position. The total loss on the write down to market value of this property was \$255,492.

**NOTE 7. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2019 and 2018 consisted of the following:

|   | <u>2019</u> | <u>2018</u> |
|---|-------------|-------------|
| 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.   | \$ 124,867  | \$ 138,225  |
| Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 4.69% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.   | 328,896     | 349,131     |
| Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016. Final installment due April 2021. | 9,618       | 14,500      |
| Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.  | 7,642       | 10,874      |
| Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.  | 7,385       | 10,637      |
| Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.89% per annum. Secured by the Organization's vehicle. Final installment due November 2020.  | 2,331       | 3,863       |

|   |                    |                    |
|---|--------------------|--------------------|
| Note payable to a financing company requiring 72 monthly installments of \$248, including interest at 6.10% per annum. Secured by the Organization's vehicle. Final installment due February 2023.  | 8,738              | 12,041             |
| Note payable with a bank requiring 60 monthly installments of \$2,512, including interest at 5.51% per annum. Secured by second mortgage on commercial property. Final balloon payment is due in March 2023.  | 395,429            | 403,244            |
| Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040. | 2,634,595          | 2,719,260          |
| Cornestoke Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.  | 1,617,600          | 1,617,600          |
| Cornestoke Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years, final payment due in August 2047.  | <u>250,000</u>     | <u>250,000</u>     |
| Total long term debt before unamortized debt issuance costs   | 5,388,102          | 5,529,375          |
| Unamortized deferred financing costs  | <u>(11,818)</u>    | <u>(12,705)</u>    |
| Total long term debt  | 5,376,284          | 5,516,670          |
| Less current portion due within one year  | <u>(148,449)</u>   | <u>(142,733)</u>   |
|   | <u>\$5,227,835</u> | <u>\$5,373,937</u> |

The scheduled maturities of long-term debt as of June 30, 2019 were as follows:

| Years ending<br>June 30 | <u>Amount</u>       |
|-------------------------|---------------------|
| 2020                    | \$ 148,449          |
| 2021                    | 437,624             |
| 2022                    | 123,156             |
| 2023                    | 485,481             |
| 2024                    | 116,295             |
| Thereafter              | <u>4,075,097</u>    |
|                         | <u>\$ 5,388,102</u> |

As described at Note 3, the Organization is required to maintain a reserve account with a bank for the first two notes payable listed above.

**NOTE 8: CAPITAL LEASE OBLIGATIONS**

During the year ended June 30, 2016, the Organization leased a phone system and copier under the terms of capital leases, expiring in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, expiring in May 2021. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2019 and 2018, consisted of the following:

|  | <u>2019</u> | <u>2018</u> |
|--|-------------|-------------|
| Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020. | \$ 3,291    | \$ 5,362    |
| Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by a copier and will mature in March 2021.          | 2,261       | 3,467       |

Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease is secured by a copier and will mature in May 2021.

|                      |                         |                          |
|----------------------|-------------------------|--------------------------|
|                      | 2,673                   | 3,842                    |
| Less current portion | 8,225<br><u>(4,870)</u> | 12,671<br><u>(4,445)</u> |
|                      | <u>\$ 3,355</u>         | <u>\$ 8,226</u>          |

The scheduled maturities of capital lease obligations as of June 30, 2019 were as follows:

| Years ending<br><u>June 30</u> | <u>Amount</u>   |
|--------------------------------|-----------------|
| 2020                           | \$ 4,870        |
| 2021                           | <u>3,355</u>    |
|                                | <u>\$ 8,225</u> |

**NOTE 9: DEMAND NOTE PAYABLE**

The Organization has available a \$750,000 line of credit with its primary financial institution which is secured by 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 5.00% per annum, and totaled \$318,000 at June 30, 2018. There was no balance outstanding at June 30, 2019. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. The Organization was not required to make payments of interest or principal prior to maturity. At June 30, 2018, the outstanding debt totaled \$200,022, which included accrued interest of \$21,434. The unsecured revolving line of credit was paid off in full during the year ended June 30, 2019.

**NOTE 10. 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 years ended June 30, 2019 and 2018, the annual rent expense for leased facilities totaled \$181,127 and \$165,227, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2019, are as follows:

| Years ending<br>June 30 | Amount            |
|-------------------------|-------------------|
| 2020                    | \$ 147,778        |
| 2021                    | 65,003            |
| 2022                    | <u>3,301</u>      |
|                         | <u>\$ 216,082</u> |

**NOTE 11. IN-KIND CONTRIBUTIONS.**

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 this 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 12. CONCENTRATION OF RISK**

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2019 and 2018, approximately \$13,951,828 (77%) and \$13,773,803 (75%), respectively, 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 years ended June 30, 2019 and 2018, approximately 69% of the Organization's 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 13. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of June 30, 2019 and 2018:

|  | <u>2019</u>       | <u>2018</u>       |
|--|-------------------|-------------------|
| Temporary Municipal Funding              | \$ 231,161        | \$ 212,207        |
| 10 Bricks Shelter Funds                  | 142,190           | 142,190           |
| FAP                                      | 117,470           | 136,614           |
| Restricted Buildings:                    | 87,541            | 190,049           |
| Support Center                           | 25,939            | -                 |
| Weatherization                           | 25,000            | -                 |
| Loans - HSGP                             | 19,907            | 21,454            |
| FAP/EAP                                  | 11,290            | 23,249            |
| RSVP Program Funds                       | 7,058             | 5,021             |
| Senior Meals                             | 5,130             | -                 |
| Head Start                               | 3,999             | 4,172             |
| Donations to Maple Fund                  | 1,571             | 1,588             |
| Homeless Programs                        | -                 | 27,680            |
| USDA                                     | -                 | 10,332            |
| Loans - HHARLF                           | -                 | 6,967             |
| IDN Capacity Fund                        | -                 | 32,194            |
| Community Needs Assessment               | -                 | 4,076             |
|  | <u>\$ 678,254</u> | <u>\$ 817,791</u> |
| Total net assets with donor restrictions |                   |                   |

**NOTE 14. COMMITMENTS AND CONTINGENCIES**

**Grant Compliance**

The Organization receives 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.

Loss Contingencies

During the year ended June 30, 2018, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2019, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

**NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS**

Under Cornerstone Housing North, Inc.'s regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of \$129,407 and \$106,548 were held in a segregated account at June 30, 2019 and 2018, respectively. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of \$46,514 and \$21,326 were held in a segregated account for the years ended June 30, 2019 and 2018, respectively.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of the Organization's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to \$250 per unit.

In accordance with the policy noted above, subsequent to year end the Organization was required to remit funds to HUD totaling \$31,412. In addition to the funds remitted, HUD approved the Organization to withdraw \$11,852 from the residual receipts account for equipment.

**NOTE 16. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. 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 October 21, 2019, the date the financial statements were available to be issued.

**THE GOVERNMENT ACCOUNTING OFFICE**  
**OFFICE OF COMPTROLLER OF FEDERAL AWARDS**  
**FOR THE FISCAL YEAR ENDING 1973**

| FEDERAL GRANTOR/PROGRAM TITLE   | FEDERAL<br>CFR<br>NUMBER | PASS-THROUGH<br>GRANTOR/AGENCY  | GRANT OR<br>OPERATING<br>NUMBER | FEDERAL<br>CFR NUMBER |
|---|--------------------------|---|---------------------------------|-----------------------|
| <b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>   |                          |   |                                 |                       |
| Head Start  | 01.600                   |   | 01CH0000-04-00                  | 1,471,301             |
| Head Start  | 01.600                   |   | 01CH0000-00-00                  | 1,088,779             |
|   |                          |   | <b>TOTAL</b>                    | <b>2,560,080</b>      |
| Low-Income Home Energy Assistance   | 01.360                   | State of New Hampshire Office of Energy and Planning                  | 0-1001004EA                     | 02,918                |
| Low-Income Home Energy Assistance   | 01.360                   | State of New Hampshire Office of Energy and Planning                  | 0-1001004EA                     | 2,638,303             |
| Low-Income Home Energy Assistance   | 01.360                   | State of New Hampshire Office of Energy and Planning                  | 0-1001004EA 1000P20             | 303,309               |
| Low-Income Home Energy Assistance   | 01.360                   | State of New Hampshire Office of Energy and Planning                  | 0-1001004EA 1000P20             | 2,112,771             |
|   |                          |   | <b>TOTAL</b>                    | <b>5,057,301</b>      |
| <b>AGING CLUSTER</b>  |                          |   |                                 |                       |
| Special Programs for the Aging - Title II, Part B - Grants for Supportive Services and Senior Centers (1643)    | 01.004                   | State of New Hampshire Office of Energy and Planning                  | 00AM0772P                       | 3,383                 |
| Special Programs for the Aging - Title II, Part B - Grants for Supportive Services and Senior Centers (30-1000) | 01.004                   | State of New Hampshire Department of Health and Human Services        | 01N-000001                      | 111,478               |
|   |                          |   | <b>TOTAL</b>                    | <b>114,861</b>        |
| Special Programs for the Aging - Title II, Part C - Nutrition Services (Outpatient & Home Meals)                | 01.004                   | State of New Hampshire Department of Health and Human Services        | 01N-000008                      | 79,434                |
| Nutrition Services Incentive Program (NIP)  | 01.003                   | State of New Hampshire Department of Health and Human Services        | NONE                            | 01,000                |
|   |                          |   | <b>CLUSTER TOTAL</b>            | <b>196,373</b>        |
| Community Services Club Grant   | 01.300                   | State of New Hampshire Department of Health and Human Services        | 00-000721                       | 720,721               |
| <b>FAIR CLUSTER</b>   |                          |   |                                 |                       |
| Emergency Assistance for Newly Evicted Homeless Persons   | 01.530                   | Stephan New Hampshire Services, Inc.                                  | 16-0000-0000-0000               | 207,807               |
| Temporary Assistance for Newly Evicted Homeless   | 01.530                   | State of New Hampshire Department of Health and Human Services        | 00-000721                       | 21,000                |
|   |                          |   | <b>CLUSTER TOTAL</b>            | <b>228,807</b>        |
| Home Care Formula Grants (Open House Care Program)  | 01.017                   | State of New Hampshire Department of Health and Human Services        | 00-000001                       | 9,810                 |
| Senior Services Block Grant (Title III B)   | 01.060                   | State of New Hampshire Department of Health and Human Services        | 00-000007                       | 1,038,000             |
| Senior Services Block Grant (Title III B)   | 01.060                   | State of New Hampshire Department of Health and Human Services        | 00-000008                       | 02,570                |
| Senior Services Block Grant (Quadrant 4)  | 01.060                   | State of New Hampshire Department of Health and Human Services        | 00-000721                       | 13,383                |
|   |                          |   | <b>TOTAL</b>                    | <b>1,053,753</b>      |
| Promoting Safe and Sound / Alcohol, Drug, Tobacco Prevention and Services/Changemakers                          | 01.004, 01.077           | State of New Hampshire Coalition against Domestic and Sexual Violence | 000000                          | 0,000                 |
| Preventive Home Care Grant & Drug Prevention and Control Activities   | 01.100 & 01.700          | State of New Hampshire Coalition against Domestic and Sexual Violence | 000                             | 0,000                 |
| Program for Assistance to Transition from Institutions (PATI)   | 01.100                   | State of New Hampshire Bureau of Rehabilitation and Hearing           | 00-00-01-7200-7000              | 70,000                |
| Forward Support Award on College Expenses   | 01.000                   | University of New Hampshire, Durham                                   | 00000                           | 0,000                 |
| <b>Total U.S. Department of Health and Human Services</b>   |                          |   |                                 | <b>11,000,000</b>     |







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

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

To the Board of Directors of  
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 statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 21, 2019.

**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 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*

October 21, 2019  
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 THE UNIFORM GUIDANCE**

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 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, 2019. 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 the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about 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, 2019.

**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 Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of 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 Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone McDonnell & Roberts*  
*Professional Association*

October 21, 2019  
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2019

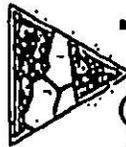
1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*
3. No instances of noncompliance material to the 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 the Uniform Guidance.*
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. No audit findings that are required to be reported in accordance with 2 CFR 200.516(e) are reported in this Schedule.
7. The programs tested as major programs included:
  - U.S. Dept. of Health & Human Services, LINEAP - CFOA #93.568
  - U.S. Dept. of Health & Human Services, Head Start - CFOA #93.600
  - U.S. Dept. of Energy, Weatherization Assistance for Low Income Individuals - CFDA #81.042
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined 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

Serving Coos, Carroll & Grafton Counties since 1965

*Helping People. Changing Lives.*

## Board of Directors

FY2021

### Coos County

Board Chair

Sandy Alonzo

### Carroll County

Vice Chair

Anne Barber

Michael Dewar

Karolina Brzozowska

### Grafton County

Linda Massimilla

Tricia Garrison

Richard Mcleod

**Tri-County Community Action Program, Inc.**

**Key Personnel  
Nutrition and Transportation  
FY2021**

| <b>Name</b>      | <b>Job Title</b>                     | <b>Salary</b> | <b>% Paid from this Contract</b> | <b>Amount Paid from this Contract</b> |
|------------------|--------------------------------------|---------------|----------------------------------|---------------------------------------|
| Jeanne Robillard | Chief Executive Officer              | \$120,000     | 0%                               | 0                                     |
| Randall Pilotte  | Chief Financial Officer              | \$80,080      | 0%                               | 0                                     |
| Regan Pride      | Chief Operating Officer              | \$72,860      | 0%                               | 0                                     |
| Kristy Letendre  | Chief Program Officer                | \$70,000      | 0%                               | 0                                     |
| Brenda Gagne     | Economic Supports<br>Department Head | \$60,000      | 0%                               | 0                                     |
| Sarah Wight      | Fuel Assistance Program<br>Director  | \$48,000      | 50%                              | \$24,000                              |

# Jeanne L. Robillard

---

## **CORE STRENGTHS**

Program development, management and administration • Community collaborations  
Development of policy, protocol, and service delivery to meet funder standards  
Grant writing and management • Budget performance and financial reporting  
Innovative solutions & problem solving • Capacity building  
Professional presentations • Public speaking  
Dedication • Imagination • Determination • Fortitude

---

## **PROFESSIONAL EXPERIENCE**

**Tri-County Community Action Programs, Inc.**  
**Chief Executive Officer**  
**Berlin, NH 2018 - current FT employment**

**Tri-County Community Action Programs, Inc.**  
**Chief Operating Officer**  
**Berlin, NH 2016 - 2018**

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

**Tri-County Community Action Programs, Inc.**  
**Division Director: TCCAP Prevention Services**  
**Berlin, NH 2015- 2016**

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

**Tri-County Community Action Programs, Inc.**  
**Program/Division Director: Support Center at Burch House**  
**Littleton, New Hampshire 2007- 2013**

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

**Bookkeeper: Women's Rural Entrepreneurial Network (WREN)  
Bethlehem, NH current PT employment**

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

**Tri-County Community Action Programs, Inc.**

**Direct Services/Volunteer Coordinator: Support Center at Bareb House  
Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program  
Woodsville, New Hampshire 1999-2001**

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter  
Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

---

### **Education**

**BS in Human Services, Springfield College School of Human Services, Boston, MA**  
Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)**  
**Southern Connecticut Community College, New Haven, CT**

---

### **Additional Skills, Professional Leadership and Civic Affiliations**

- Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Trainer 1996-1998*
- Chairman, Haverhill Area Family Violence Council 1998-2003
- Certified PRIME FOR LIFE: Impaired Driver Intervention Program Instructor #NH16199
- Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-2017*
- Bethlehem Planning Board 2010-2015
- Bethlehem Conservation Commission 2006-*current*
- Granite United Way, North Country Cabinet Member 2011-2012
- YCCAP: Commendation- Division Director Award, 2011
- Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- Licensed Foster Parent, State of NH 2000-2006
- Small Business Owner: Aurora Energies 2015-*current*
- Speakeasy Trio Jazz Vocalist/ Sweet Jazz Swing Band Jazz Vocalist 1997-*current*
- Member, United States Figure Skating Association/International Skating Institute *current since 1993*

# RANDALL S. PILOTTE

## SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements  
Payroll  
Budgeting

Accounts Payables  
Bank Reconciliations  
Cash Flow Management

Inventory  
Accounts Receivables  
Audits

Fixed Assets  
Sales/Use Tax  
Forecasting

## EXPERIENCE

### TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH

06/2013-Present

#### CFO (2017 – Present)

Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of \$18M.

- Prepare/provide complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAP's divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

#### Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting, and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

#### Accounting Manager (2015-2016)

#### Sr. Accountant (2013-2014)

#### RANDALL PILOTTE RESUME:

**KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.)**, Londonderry, NH

03/1989-09/2010

**Assistant Controller (2005-2010)**

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversee all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversee month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

**Accounting Manager (1999-2005)**

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

**Accountant/Payroll Supervisor (1994-1999)**

**Accountant (1989-1994)**

**NORTHERN TELECOM, INC.**, Concord, NH

05/1987-03/1989

**Associate Results Accountant (1988-1989)**

**Accounts Payable (1987-1988)**

**EDUCATION**

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

## REGAN L. PRIDE

---

### SUMMARY

My experience spans the fields of engineering, computer technology, education, and public administration. This unique combination brings a wide array of knowledge and skills to the table for your organization. I am a team player, a patient teacher, and adept at interpersonal relations.

### RELEVANT KNOWLEDGE AND SKILL AREAS

- Confidence in public speaking for business and technical applications, and instructional settings
- Strong writing skills and interpersonal communication skills, ability to teach others, and build consensus
- Approachable, warm and personable style in teaching classes and interacting with colleagues
- Robust education in mathematics, engineering and general science topics
- Fluency with entire Microsoft Office application suite.
- Fluency with AutoCAD computer-aided drafting software
- Familiarity with ArcView GIS software.
- Familiar with Avante Enterprise Resource Planning software
- Familiar with BMSI fund accounting and Avitar assessing/tax billing software
- Adept at Macromedia/Adobe Dreamweaver MX web site design software

### WORK EXPERIENCE

#### NORTH COUNTRY COUNCIL REGIONAL PLANNING COMMISSION, Litchon, NH

TITLE: Planner, 2012-2013 + 2015-2018

Managed solid waste technical assistance program funded by USDA Rural Development. Conducted "Full Cost Accounting" studies of municipal solid waste departmental operations. Reviewed and updated operating plans for municipal solid waste facilities. Organized household hazardous waste collection events. Created and delivered training programs for solid waste operator certification. Created pilot programs to reduce & divert food waste from landfills in 4 communities.

2013-2014

#### INNOVATIVE STRUCTURAL BUILDING PRODUCTS

TITLE: Project Manager

Performed a variety of functions including business plan preparation and product development associated with a start-up company in the engineered wood sheathing industry. I created engineering drawings, built and tested prototypes, and assisted in marketing activities.

2000 - Present

#### ICANTOO ENTERPRISES, Lisbon, NH

TITLE: Owner, Computer Applications Consulting

Assistance and training with business and technical applications. Created customized solutions involving AutoCAD, MS Word, MS Excel, MS Access software applications. I also perform web site HTML and CGI development, hardware setup, upgrades, and troubleshooting.

Recent clients/projects include:

- New England Electric Wire Corp - Implementation of Avante MRP & APS scheduling software, computerized WIP labeling system, computer workstation installations, user/operator training.
- Litchon, NH Senior Softball League - custom programming and support of statistical software
- Louisiana Corporate Credit Union - Web site design and maintenance.
- Brammer Creek - Web site design for wholesale food distributor.

2006 - 2012

TOWN OF LISBON, NH, Lisbon, NH

TITLE: Town Administrator, CPM

Prepared annual town budgets and performed presentations at budget hearings and town meeting. Prepared annual financial reports (MS-2, MS-4, MS-6) for the town. Generated tax warrants, and water/sewer warrants. Analyzed water/sewer revenues and developed rate structure to balance department's budget. Performed the functions of financial administration, personnel management, grant administration, welfare administration, emergency management, and project management.

1990-2000 & 2004 - 2006

NEW ENGLAND CATHETER CORPORATION, Lisbon, NH

(Subsidiary of New England Wire Technologies)

TITLE: Engineer, Medical Products

Performed process engineering support in the manufacture of wire-reinforced medical tubing including: equipment specification, process/procedure development, tooling design, and statistical data analysis. Developed customized spreadsheets for product design, and manufacturing process control. I was also employed with the parent company as an engineer/CAD operator from 1990 to 2000. While in this capacity, I led personal computer users groups, installed the first Ethernet network in the company engineering department, and developed computer file management systems and backup routines.

2002 - 2004

SCHOOL ADMINISTRATIVE UNIT 35, Littleton, NH

TITLE: Distance Learning Coordinator

This position involved collaboration with teachers and staff to develop interactive educational programs utilizing distance learning/videoconferencing technology. Programs were distributed between three high school campuses. Duties included setup, configuration, operation and maintenance of videoconferencing endpoints, and operation of bridge/gateway at central office. I served as webmaster for SAU website. I also performed various computer support duties.

#### EDUCATION/CERTIFICATIONS

NH Bureau of Education and Training  
CPM Certificate (Certified Public Manager)

University of California at Berkeley, Engineering Department  
92 semester credits in Mechanical Engineering Major

#### CONTINUING EDUCATION

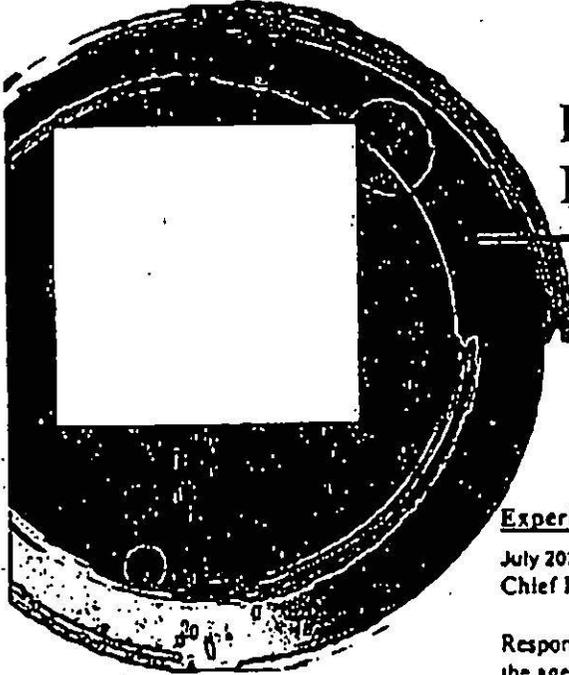
- NH Certified Public Supervisor program
- Revision H.232 technical course
- Six Sigma process control course by Boston Scientific Corp.
- Extension Theory course at University of Massachusetts, Lowell

#### PROFESSIONAL & CIVIC ASSOCIATIONS

- Board of Directors, North Country Council Regional Planning Commission, Bethlehem, NH; 2007-2012. Served as chairman in 2011.
- Grafton-Coos Regional Coordinating Council (for public transit); Littleton, NH; 2009-2012
- Member of NHMMA, NHGFOA, NHLWAA - 2006-2012
- Board of Selectman, Lisbon, NH March 2000-2006. Served as chairman from 2002 to 2006.
- Board of Directors, Lisbon Main Street, Inc., Lisbon, NH; 2008-2012;
- Economic Restructuring Committee of Lisbon Main Street, Inc., 2002-present
- Member of Granite State Distance Learning Network, 2002-2004

#### REFERENCES

Professional references shall be produced upon request and presented at time of interview.



# Kristy Letendre

"If human beings are perceived as potentials rather than problems, as possessing strengths instead of weaknesses, as unlimited rather than dull and unresponsive, then they thrive and grow to their capabilities."

-Barbara Bush

## Experience

July 2020-Present  
Chief Programs Officer - TCCAP, Inc

Responsible to provide leadership, supervision, oversight, and management of the agency's programs and services directly or through a program director or manager as well as works with the Chief Executive Officer to develop future business for the agency. Responsible to ensure that all programs and services comply with national program standards and state / federal governing laws and requirements.

May 2019-Present  
Division Director - TCCAP, Inc- Prevention

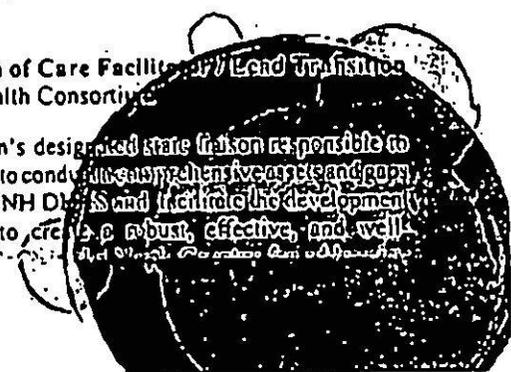
Responsible to provide Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under Prevention Services which include Guardianship Services; Homeless Programs, including Tyler Blain Homeless Shelter, and Advocacy and Support Services for Victims of Domestic Violence and Sexual Assault, including Emergency Shelter Services at the Support Center at Burch House

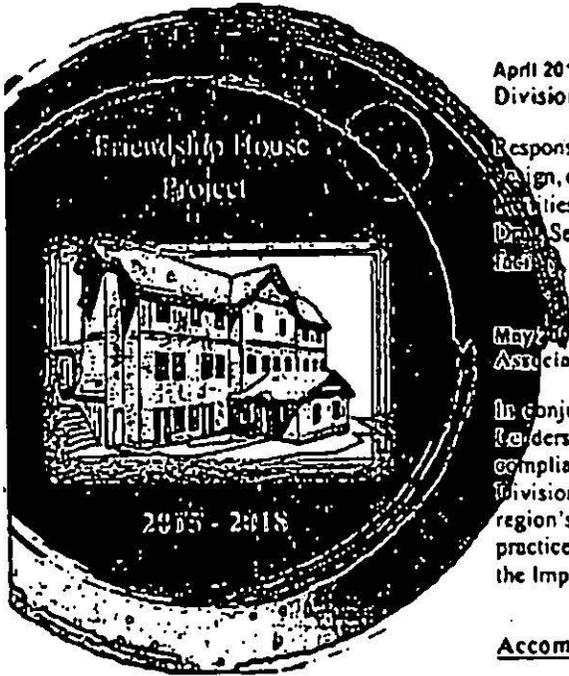
Sept 2018-Present  
Division Operations Coordinator - TCCAP, Inc- Prevention

Responsible for monitoring compliance of grant deliverables and legal / ethical integrity of programs and services offered throughout the Division. Responsible to compile and analyze division data; reporting trends and outcomes to Sr. management and local stakeholders. Responsible to develop, review, and update program written policy, procedures, and work flows. Responsible for program development and oversight.

May 2017-August 2018  
North Country SUD Continuum of Care Facility / Lead Transition Coordinator - North Country Health Consortium

COCC: The North Country Region's designated state liaison responsible to work with regional key stakeholders to conduct comprehensive asset and gap analysis; reporting back findings to NH DHS and facilitate the development of a comprehensive plan aimed to create a robust, effective, and well-coordinated Continuum of Care (COCC) for the North Country Region.





April 2014–May 2017  
 Division Director - TCCAP, Inc- Clinical Services

Responsible to provide Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under Clinical Services including the Division of Alcohol and other Drug Services, Friendship House; the region's 32- bed Residential Treatment Facility and the Tamworth Dental Center Practice.

May 2014–April 2014  
 Associate Division Director -TCCAP, Inc- Division of Alcohol and Drugs

In conjunction with the Division Director, responsible to provide joint Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under the Division of Alcohol and other Drug Services, including Friendship House, the region's 32- bed Residential Treatment facility, the out-patient SUD treatment practice with 6 satellite sites throughout the 3 counties in the North Country and the Impaired Driver Care Management Program.

Accomplishments

Friendship House New Construction-Bethlehem, NH-\$5.2 MIL - 2015-2018

17,588-sq ft, 32-Bed Residential Substance Use Disorder Treatment Facility

- Submission of state and federal grant applications resulting in \$2.7 MIL in awards & executed a grass roots advocacy campaign securing the remaining \$2.5 MIL in anonymous donations
- Issued all final project approvals on the design, project development, construction, submission of permit applications and town zoning requirements, and licensure and compliance standards.

Implemented New Reimbursement System, 2015

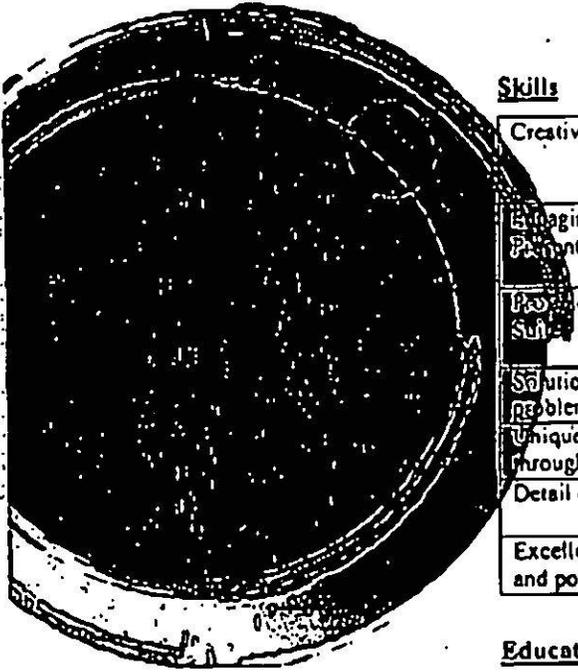
- Eliminated the Division's dependence on grant funding by successfully procuring contracts and credentialing with NH Medicaid, MCO's, and Commercial insurance companies creating eligibility to submit claims on a fee-for-service basis stabilizing revenue and enhancing rates for service.
- Successfully negotiated a contract amendment with DHHS to expand billable services to include Outpatient and Intensive Outpatient services resulting in an increase to from \$1.8 MIL to \$2.5MIL

Expert Panelist - Guidance Document on Best Practices: Community-Based MAT for Opioid Use Disorders in New Hampshire, First Edition, 2016

Civic Involvement

- 2019 - Present MWV Supports Recovery Advisory Board - Member
- 2017 - Present North Country Serenity Center (NOC) - Officer
- 2016 - Present Stand-Up Androscoggin Valley Coalition - Member
- 2016 - 2018 Project Aware, BHS, Advisory Board - Member
- 2017 - Present Littleton ATOD Coalition - Member
- 2018 - Present Lancaster Area Coalition - Member
- 2016 - 2017 NCHC Board of Directors - Member





### Skills

|   |                               |   |
|---|-------------------------------|---|
| Creative flair                              | Good sense of humor           | Excellent written and oral communication skills   |
| Engaging Community Partner                  | Cultural intelligence         | Well-informed in policy and procedure development |
| Proponent in Office                         | Versatile and adaptable       | Proficient in budget development and management   |
| Solution focused problem resolution         | Computer and technology adept | Lateral thinking and logical reasoning            |
| Unique leadership through empowerment       | Knowledgeable grant writer    | Innovative  |
| Detail oriented                             | Creative strategic planner    | Experienced non-profit management                 |
| Excellent Community and political relations | Advocacy                      | Approachable, reliable, and relevant              |

### Education

Plymouth State University, Plymouth NH.

2017-In Progress Business Administration

Coursework: accounting, economics, finance, management, marketing theories and practices of business ethics and social responsibility, quantitative skills to analyze.

White Mountains Community College, Berlin NH.

2015-2017 Business Administration

Coursework: management, accounting, finance, strategy, economics, statistics, marketing, operations/project management, entrepreneurship, and computer applications. Completed requirements of the first two years of a four-year business administration degree, AS-equivalent, 4.0 GPA

White Mountains Community College, Berlin NH.

2011 Leadership North Country

Coursework: The program selects a diverse group of aspiring leaders in northern New Hampshire through a competitive nomination and application process. Candidates participate in a 9-month program focused on education, arts and culture, leadership and civil engagement, travel and tourism, and government and politics.

### References

Available upon request



**Brenda Gagne  
Tri County Community Action Program Inc.**

***Professional Skills:***

Demonstrated administrative experience and skills  
Fiscal management skills or experience in administering grants and/or department budgets  
Strong grant development experience, high quality research, for federal, state funding  
Excellent interpersonal skills with an ability to build and maintain among faculty and staff  
Previous administrative experience or evidence of administrative skills required to lead a large department  
Leadership skills and experience to implement policies and procedures  
Effective communication skills and team building capabilities

**Tri County Community Action Program  
Economic Supports Department Head  
6/2020 to Present**

Manage a department of 4 Program Directors and staff  
Advise programs on funding opportunities to include Federal, State and Local  
Represent Agency at State and Local levels.  
Monitor Program Budgets and Operations  
Handle staff complaints when merited

**Tri County Transit  
Director of Transportation  
5/2017 - 6/2020**

**Responsibilities include;**  
Oversight of the operations, maintenance and administrative functions of a social service transportation program serving Coos, Northern Grafton and Carroll Counties.

Grant Management State of NH DOT, NH DHHS  
Drug & Alcohol Management  
Financial Management  
Title VI, ADA Policy Management

**Tri County Transit  
Operations Manager  
7/2004-5/2017**

**Responsibilities include;**

- \*Running the daily operations of a public transit and para transit service.
- \*Facility Management.
- \*Gathering statistics
- \*Quarterly reporting to NHDOT and BEAS.
- \*Preparing quarterly invoices to BEAS and NHDOT
- \*Weekly employee scheduling, staff management.
- \*Creating procedure manuals
- \*Grant writing
- \*Budget preparation
- \*Writing Warrant Articles
- \*Drug & Alcohol Testing
- \*Emergency Preparedness

**Mountain Village Construction  
Accounts Manager/Office Manager  
5/1995 - 1/2004**

**Responsibilities included;**

- \*Customer service.
- \*Accounting using Quick Books Pro.
- \*Preparing payroll and Tax Payments.
- \*Preparing Customer Statements and Invoices.
- \*Accounts Receivable and Accounts Payable.
- \*Creating and running Profit and Loss Reports.
- \*Data Entry.
- \*Phone communications and general secretarial duties.

**Milan Parks and Recreation Dept.  
Parks and Recreation Director  
6/1997 - 3/2002**

**Responsibilities included;**

- \*Directed and implemented sports and recreational programs for youth and adults for the Towns of Milan, West Milan, and Dummer.
- \*Development of new programs and year round activities.
- \*Producing yearly budgets.
- \*Applying for Federal and State Grants.

**Education:**

**Granite State College  
Emergency Management**

**Southern New Hampshire University  
Bachelor of Business Administration**

Sarah Wight

Education NH Community Technical College, Berlin NH  
Associates Degree In Accounting

May 2005

Employment

**Tri County Community Action**

Energy Assistance Services Manager

February 2014 to Present

- \*Supervise the process of the Fuel and Electrical Application including reviewing intake process, certification production and incomplete applications.
- \*Supervise staff in the FAP Admin office and three Community Contact Offices
- \*Hire new employees and follow proper channels to let go of an employee
- \*Follow all guidelines and procedures given by the Federal Government
- \*Submit weekly FAP reimbursement reports
- \*Handle frequent calls from staff, vendor or clients
- \*Process refund checks
- \*Certify when needed
- \*Enter vendor invoices into FAP/LAP system when needed

Certifier

July 2012-February 2014

October 2011-January 2012

August 2010-April 2011

- \*Certify applications submitted to the agency for Fuel and Electric assistance
- \*Follow strict guidelines to process each application
- \*Request missing information from the outreach office or applicant
- \*Keep in constant contact with outreach offices regarding outstanding applications
- \*Speak with applicants who have questions about the program or their application
- \*Speak with other agencies and fuel vendors about submitted information and benefits awarded to the applicant
- \*Refer applicants to other agencies that may be able to assist them

Andros Roggin Valley Hospital

August 2009 - August 2010

Front Desk/Data Entry

- \*Answer telephone calls from patients and employees
- \*Enter daily charges and payments
- \*Daily interaction with patients who have questions about their bill
- \*Refer patients to Credit Department for payment arrangements and sliding fee
- \*Keep updated spreadsheets for MCR and MCD payments
- \*Gather all needed information to process refunds to insurance companies or patients

Account Specialist

March 2006 - February 2008

- \*Speak daily with insurance companies about outstanding claims
- \*Verify denial reasons
- \*Compare payments received from the insurance company with patients claim
- \*Process appeal on denied claims
- \*Confirm electronic claims

Secretary

August 2005 - March 2006

- \*Assist patients with registration process
- \*Perform various clerical duties to ensure efficient operation of the office

Medical/Surgical Unit Coordinator

July 2005 - March 2006

- \*Enter physician's orders into the computer
- \*Answer phone
- \*Assist visitors with any questions they may have

P & L Auto

March 2005 - May 2005

**Bookkeeper/Accountant: Student Internship**

- \* Prepare invoices for payroll
- \* Use QuickBooks to keep track of bills owed and pay bills
- \* Reconcile bank statements

**Wal-Mart**

July 2000 - August 2004

**Accounting Office Clerk**

- \* Responsible for maintaining an exact cash balance within the office
- \* Prepare and verify daily deposits
- \* Verify and research overages and shortages
- \* Validate layaway balances
- \* Collect on returned checks
- \* Perform cash fund transfers