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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

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

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdcc

May 18, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with Tri-County Community Action Program, Inc. (VC# 177195), 34 Jefferson Road, Whitefield, NH 03598, in the amount of \$26,304.00, for the provision of Guardianship Services effective upon Governor and Executive Council approval for the period beginning July 1, 2018 through June 30, 2021, with the option to renew for one (1) additional period of up to two (2) year(s) subject to Governor and Executive Council approval. 100% General Funds.

Funding for this contract is available in account, *Medical-Dental*: 02-46-46-465010-8234-101-500729, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2020 and 2021 is contingent upon the availability and continued appropriation of funds.

Tri-County Community Action Program, Inc.				
Account	Description	SFY 2019	SFY 2020	SFY 2021
02-46-46-465010-8234-101-500729	Medical Providers	6,570.00	8,784.00	10,950.00
Total Contract Amount:				\$26,304.00

EXPLANATION

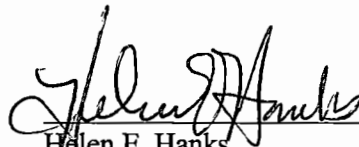
This Contract is for the provision of guardianship and protective services to safeguard the liberty and well being of persons who because of functional limitations have suffered, are suffering, or are likely to suffer substantial harm due to an inability to provide for personal needs, food, clothing,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

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdcc/business/rfp.html> for six (6) consecutive weeks and notified one (1) potential vendor of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor responded by submitting their proposal. After the review of the proposal and in accordance with the RFP Terms and Conditions, the New

Hampshire Department of Corrections awarded the contract, in the amount of \$26,304.00, to the incumbent, Tri-County Community Action Program, Inc..

This RFP was scored utilizing a consensus methodology by a four (4) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Paula Mattis, FACHE, Director, Medical & Forensic Services, NH Department of Corrections, Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services, NH Department of Corrections, Joyce Leeka, Operations Administrator, NH Department of Corrections and Jennifer Lind, Contract/Grant Administrator, NH Department of Corrections.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Helen E. Hanks", is written over a horizontal line.

Helen E. Hanks
Commissioner



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RFP Bid Evaluation and Summary
Guardianship Services
NHDOC 18-04-GFMED

Proposal Receipt and Review:

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

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 45 points
 - b. Organizational Resources and Capability – 25 points
 - c. Program Structure/Plan of Operation – 20 points
 - d. Financial Stability – 10 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 31 of NHDOC 18-04-GFMED Guardianship Services RFP.
 - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Resources and Capability, Program Structure/Plan of Operation and Financial Stability are acceptable to the Department.

Evaluation Team Members:

- Paula Mattis, FACHE, Director, Medical & Forensic Services, NH Department of Corrections
- Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services, NH Department of Corrections
- Joyce Leeka, RHIA, Operations Administrator, Medical & Forensic Services, NH Department of Corrections
- Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration, NH Department of Corrections

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RFP Scoring Matrix
Guardianship Services
NHDOC 18-04-GFMED

Respondents:

- *Tri-County CAP, Inc.*
 30 Exchange Street
 Berlin, NH 03570

Scoring Matrix Criteria:

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

NHDOC 18-04-GFMED RFP Scoring Matrix		
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Tri-County CAP, Inc.</i>
<i>Total Estimated Cost</i>	45	45
<i>Organizational Resources and Capability</i>	25	22
<i>Program Structure/Plan of Operation</i>	20	17
<i>Financial Stability</i>	10	10
Total	100	94

Contract Award:

- *Tri-County CAP, Inc.*
 30 Exchange Street
 Berlin, NH 03570



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RFP Evaluation Committee Member Qualifications
Guardianship Services
NHDOC 18-04-GFMED

Paula Mattis FACHE, Division Director, Medical & Forensic Services:

Ms. Mattis recently joined the NH Department of Corrections serving as the Non-Medical Director, Division of Medical & Forensic Services. Her professional history includes seven years as Administrator of Community Integration at the State of New Hampshire, New Hampshire Hospital, four years as Chief Operating Officer and three years as Acting CEO. Prior to this appointment, Ms. Mattis was President and Chief Executive Officer of the Animal Rescue League of New Hampshire. Ms. Mattis received her Bachelor of Arts degree with honors in Psychology (major) and Sociology (minor) from the University of Texas and a Master's of Social Work, specializing in Community Mental Health from the University of Illinois.

Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services:

Ms. Campbell is the Deputy Director for the Division of Medical & Forensic Services for the NH Department of Corrections. In this capacity, Ms. Campbell's role is to administer and supervise allied health services for the Division of Medical & Forensic Services and is responsible to ensure public and institutional safety for all sites through staff and contract monitoring and evaluation. Ms. Campbell is a graduate of UMass Lowell and has involvement with the Department for over twenty-eight years, most recently in the capacity of Director of Rehabilitation Services. Ms. Campbell's past experience has included ownership of a physical therapy clinic as well as vast acute care hospital experience.

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

Ms. Leeka is the Operations Administrator for the Medical and Forensic Services Division for the NH Department of Corrections. In this capacity Ms. Leeka is the subject matter expert for Health Information Management. This includes medical privacy (HIPAA), record management, Electronic Health Records and medical coding and billing to include the new ICD-10-CM system. Ms. Leeka is the Utilization Management Administrator for medical ancillary services and the Division's Contract Administrator. Ms. Leeka is a graduate of the University of Central Florida and has held positions of HIM Director, QI/UM Director and UM Coordinator in a variety of hospitals on both the east and west coasts. Ms. Leeka has also worked as a consultant in the areas of QI and long-term care. Ms. Leeka has past experience teaching ICD-9 coding, medical terminology to business office staff, DRG orientation to nursing staff and coordinated hospital-wide discharge planning activities.

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

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelors of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



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

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**Helen E. Hanks
Commissioner**

**Robin H. Maddaus
Director**

**Bidders List
Guardianship Services
NHDOC 18-04-GFMED**

Tri-County Community Action Program, Inc.

Main:

30 Exchange Street
Berlin, NH 03570

Satellite:

34 Jefferson Road
Whitefield, NH 03598

Jeanne Robillard, CEO

Contact: Donna Keddy

(o) 603-837-9561

(e) dkeddy@tccguardianship.org

(w) www.tccap.org

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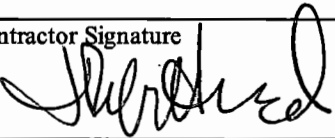
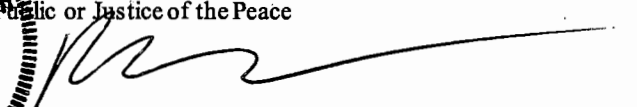

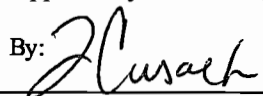
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street, Berlin, NH 03570	
1.5 Contractor Phone Number 603-837-9561	1.6 Account Number 02-46-46-465010-8234-101-500729	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$26,304.00
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeanne L. Robillard, Chief Executive Officer	
1.13 Acknowledgement: State of New Hampshire County of ESS On 8 th before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signatory, Public or Justice of the Peace 			
1.13.2 Signatory or Justice of the Peace Kristen E Partridge Admin Asst.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/21/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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



Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SECTION D: Scope of Services, Exhibit A

1. Purpose:

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

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2018 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2021, with an option to renew for an additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Services:

3.1. Northern NH Correctional Facility (NCF), Berlin, NH; Secure Psychiatric Unit (SPU), Concord, NH and Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Residential Treatment Unit (RTU), Concord, NH; Community Corrections – Men, Transitional Housing Units (THU), Concord and Calumet House, Manchester, NH; Transitional Work Center (TWC), Concord, NH; Community Corrections – Women, THU (Shea Farm), Concord, NH and NH Correctional Facility for Women (NHCF-W), Goffstown, NH which are marked with an “X” below:

Northern Region – Northern NH Correctional Facility			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities			
X	NH State Prison for Men – (NHSP- M)	281 North State Street	Concord, NH 03301
	Secure Psychiatric Unit (SPU)	281 North State Street	Concord, NH 03301
	Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	Community Corrections – Men (North End House)	1 Perimeter Road	Concord, NH 03301
X	Community Corrections – Men (Calumet House)	126 Lowell Street	Manchester, NH 03104
X	Transitional Work Center (TWC)	275 North State Street	Concord, NH 03301
X	Community Corrections – Women (Shea Farm)	60 Iron Works Road	Concord, NH 03301
X	² NH Correctional Facility for Women – (NHCF-W)	317 Mast Road	Goffstown, NH 03045

- 3.2. Partial Proposals for requested services for the Northern and Southern Regional Area shall not be accepted.
- 3.3. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.
- 3.4. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 3.5. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 3.5.1. Give the Contractor fourteen (14) days written notice of the proposed change; and

² The Department is currently building a new NH Correctional Facility for Women behind the existing NH State Prison for Men's facility in Concord, NH; services will be transitioned to the new facility once opened by the Department.

- 3.5.2. Secure the Contractor’s written agreement to the proposed changes.
- 3.6. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the “Completion Date” or “Price Limitation” of the Agreement.

4. Background:

Not all inmates/patients under the custody of the NH Department of Corrections have the ability to make informed decisions. Specifically, public guardians are needed for both inmates and patients for both the person and estate as many of these inmates and patients do not have assets and do not meet public guardianship indigence standards. A growing number of residents and patients who need guardians have no family willing or able to serve as guardians. To help address this need, the NH Department of Corrections will require guardianship services to be available to the inmates and patients represented by guardianship slots.

5. Current Guardian Slots:

The current estimated number of guardianship slots needed for the NH Department of Corrections is three (3). The NH Department of Corrections anticipates the need to provide for one (1) additional guardianship slot for year two and three of the original contract period. This is based on the number of commitments estimated for the Sexually Violent Predator Act, effective January 1, 2007, and the increasing number of aging inmates and patients with physical, mental and behavioral issues.

6. Proposed Slots:

It is expected that the NH Department of Corrections will require additional guardianship slots above our current status of two (2) to compensate for longer sentences associated with RSA 135-E and our increasing chronically mentally ill population, specifically targeting the elderly.

SFY 19	SFY 20	SFY 21	SFY 22	SFY 23
7/01/18-6/30/19	7/01/19-6/30/20	7/01/20-6/30/21	7/01/21-6/30/22	7/01/22-6/30/23
Slots: 3	Slots: 4	Slots: 5	Slots: 5	Slots: 5

7. Provision of Guardianship Services:

- 7.1. The Contractor shall provide guardianship services to persons at risk of harm to person or estate whom the State has responsibility to safeguard pursuant to RSA 135-C:60, Guardianship, 171-A:10, Services for the Developmentally Disabled and 135-E, Involuntary Civil Commitment;
- 7.2. The Contractor shall provide guardianship services to include those actions that are necessary to carry out the duties prescribed by RSA 464-A, Guardians and Conservators, and RSA 547-B, Public Guardianship and Protection Program, including appointments as guardian, co-guardian, conservator or temporary guardian of the person and/or estate of a ward;
- 7.3. The Contractor shall provide guardianship services to include sufficient numbers of staff to adequately carry out, for all residents/patients, all duties required by statute, letters of authority and the standards set forth in this request for proposal;
- 7.4. The Contractor shall not provide services to any resident/patient under any Contract that result from this Request for Proposal without prior written approval of the NH Department of Corrections;
- 7.5. The Contractor shall provide services to all residents/patients approved for services by the NH Department of Corrections. If guardianship services are assessed as inappropriate, referrals shall be made to the New Hampshire Disabilities Rights Center, Inc., New Hampshire Legal Assistance or other attorneys so that an administrative appeal or other appropriate legal actions can be taken on behalf of the residents/patients. Referrals of persons

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- for guardianship services from the Secure Psychiatric Unit and the NH State Prison shall be made through the NH Department of Corrections, which shall review each referral to ensure compliance with the principles contained in RSA 464-A;
- 7.6. Providing guardianship services to residents/patients, the Contractor shall adhere to the “*Code of Ethics for Guardians*” and the “*Guardianship Standards of Practice.*” Both documents are available through the National Guardianship Association, Inc. at www.guardianship.org (The Department acknowledges that the Standards on monthly visits with wards are guidelines and that quarterly or more frequent visits as required by individual circumstances is an acceptable practice);
 - 7.7. In providing guardianship and protection services to persons, the Contractor shall seek the maximum degree of restrictive form of intervention consistent with the preservation of the civil rights and liberties of the person serviced and with legal responsibilities. The Contractor, with the assistance of the State, continually shall review and assess the status of all persons served and shall seek less restrictive forms of intervention where feasible and appropriated. In any actions brought in Probate Court to limit or otherwise reduce the scope of a guardianship over a person served, the State agrees that it is necessary to present the State’s position on the action proposed.
 - 7.8. The State recognizes that the Contractor has responsibilities as an independent decision-maker acting in a fiduciary capacity with respect to the persons to be served and the decisions to be made on behalf of such persons shall not be directed or influenced by the State by any action under this Agreement.
 - 7.9. No “direct services” shall be provided to wards (RSA 547-B: 6 II). Direct services include psychotherapy, case management, transportation, financial aid or other social services available through the Department or other governmental or nonprofit agencies; and
 - 7.10. Complaints received by the NH Department of Corrections in reference to the services provided under the Contract will be referred to the Contractor for investigation. Results will be provided to the Director of Medical & Forensic Services to the NH Department of Corrections in writing within thirty (30) days concerning the results of the investigation. A report of all written complaints filed against the Contractor shall explain how each such complaint was resolved.

8. Provision of Guardianship Responsibilities:

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

- 8.1. Making decisions regarding the placement of the individual ward, utilizing the standards of least restrictive environment and the best interests of the individual ward;
- 8.2. Ensuring that all legally necessary steps are taken to enable an individual ward to receive comprehensive evaluations and comprehensive treatment and services;
- 8.3. Advocating for and requesting appropriate services for the individual ward utilizing the individual service/treatment planning process following established NH Department of Corrections standards and law;
- 8.4. Being able to give or withhold consent to proposed medical care;
- 8.5. Being available to give or withhold consent, where such is legally necessary, for significant clinical or legal treatment or services;
- 8.6. Ensuring that ward’s civil rights are protected within the context of the decision the guardian is making on behalf of a ward and refraining from unwarranted intrusion into the life of a ward;

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- 8.7. Assuming responsibility for any and all other duties as are stated in RSA 464-A or as required by the Probate Court;
- 8.8. All the responsibilities referenced above are contingent upon the actual authority granted to each individual court order specifying the extent and scope of guardianship for each individual;
- 8.9. Each public guardian has an affirmative obligation to become as familiar as possible with his or her ward. Beyond the personal visits with a ward and other important and significant people in a ward's life, this obligation can also be met through close interaction with a ward's case manager/case counselor or other designated NH Department of Corrections personnel who share a responsibility for providing for the needs of the individual;
- 8.10. Accept all guardianship service cases referred by the NH Department of Corrections. The NH Department of Corrections shall make every attempt to obtain a Release of Information form from the proposed ward and share all information obtained about the client with the Contractor except where prohibited from doing so by law. To the extent possible, be involved in the screening process for guardianship and protection cases. If protection services are assessed as inappropriate, referrals will be made to the New Hampshire Disabilities Rights Center, Inc., New Hampshire Legal Assistance or other attorneys so that and administrative appeal or other appropriate legal action can be taken on behalf of the individual ward;
- 8.11. Agrees to serve the current total persons receiving guardianship and protection services plus any new persons referred. While the NH Department of Corrections shall provide a Contractor letter of approval for each new case assigned, the Contractor may not bill for services until the Contractor is actually appointed as guardian by a Probate Court; and
- 8.12. In order to perform the stated Guardianship Responsibilities, above, guardians must be kept aware of the facts or circumstances which may impact upon decisions. In order to make informed decisions on behalf of their ward, the public guardians should, to the extent possible, continually maintain significant and appropriate contact with their ward so to assure that their efforts best reflect the personal preferences, value system and desires of the ward. The guardians must seek out information so that they are fully aware of all risks and benefits of any proposed decision, as well as any alternative that may exist.

9. Data Analysis & Reporting:

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

10. Other Contract Provisions:

- 10.1. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 10.2. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 10.3. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include fingerprinting on all potential employees assigned by the Contractor to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 10.3.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 10.3.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 10.3.3., below.
- 10.3.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provided services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Medical and Forensic Services or designee of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals on the National Offender Database;
 - Individuals with a history of drug diversion;
 - Individuals who were a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 10.4. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or,

- assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 10.5. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 10.5.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 10.5.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 10.5.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Director of Medical and Forensic or designee, P.O. Box 1806, Concord, NH 03302.
- 10.6. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 10.6.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 10.6.2. Monitoring the Contract's compliance with the terms of the Contract and any renewals thereof;
- 10.6.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 10.6.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 10.7. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and/or any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 10.7.1. Representing NH Department of Corrections on all matters pertaining to the Contract and any renewals thereof. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 10.7.2. Monitoring compliance with the terms of the Contract and any renewals thereof;
- 10.7.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract and any renewals thereof;

- 10.7.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
- 10.7.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract and any renewals thereof.
- 10.8. **Reporting Requirements:** The Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.
- 10.9. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion:
 - 10.9.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 10.9.2. The Operations Administrator or designee of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
 - 10.9.3. Request additional reports and/or reviews that the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 10.9.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;
 - 10.9.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - 10.9.5.1. Not in compliance with the terms of the Contract;
 - 10.9.5.2. If satisfactory corrective action in 10.9.4. is not achieved; and
 - 10.9.5.3. Terminate the Contract as otherwise permitted by law.
 - 10.9.6. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
 - 10.9.7. Give the Contractor prior notice of any on-site visit requested by the NH Department of Corrections or its agents to conduct an audit review of any records pertaining to the Contract and any renewals thereof.
- 10.10. **Coordination of Efforts:** The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by the NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

11. Bankruptcy or Insolvency Proceeding Notification:

- 11.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
- 11.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

12. Embodiment of the Contract:

- 12.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 12.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;
 - 12.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 12.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.
- 12.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 12.1.3. shall govern.
- 12.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

13. Cancellation of Contract:

- 13.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
- 13.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 13.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.
- 13.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) day notice of said cancellation.

14. Contractor Transition:

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

15. Audit Requirement:

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

16. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

17. Information:

- 17.1. In performing its obligations under the Contract, the Contractor may gain access to information of the residents/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

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Scope of Services
Exhibit A

- 17.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the resident/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 17.3. In the event of unauthorized use or disclosure of the inmate/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 17.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 17.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

18. Public Records:

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

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will

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notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

19. Contractor Personnel:

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

20. Notification to the Contractor:

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

21. Prison Rape Elimination Act (PREA) of 2003:

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

22. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:

Contractor must comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdcc/business/rfp_bidding_tools.htm

23. Special Notes:

- 23.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 23.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 23.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor.
- 23.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:

**Scope of Services
Exhibit A**

- 23.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
- 23.4.2. Secure the Contractor's written agreement to the proposed changes.
- 23.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 23.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 23.7. Partial Proposals for the requested Guardianship Services for the NH Department of Corrections shall not be accepted.
- 23.8. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 23.9. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 23.10. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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

2. Fee Structure for Guardianship Services:

2.1. Estimated Budget Schedule, below, to be completed by the Contractor.

Service Period by SFY	Cost per Resident/Patient per Day	*Maximum Slots Provided by Contractor	Total Per SFY
SFY 19	\$ 6.00	3	\$ 6,570.00
**SFY 20	\$ 6.00	4	\$ 8,784.00
SFY 21	\$ 6.00	5	\$10,950.00
SFY 22	\$ 6.00	5	\$10,950.00
SFY 23	\$ 6.00	5	\$10,950.00

NOTE: * The Contractor shall indicate the total number of slots they can provide annually;
 ** State Fiscal Year 20 is a leap year (366 days); and
 The chart, above, may be adjusted by the NHDOC to reflect contract procurements.

2.2. Contract Period Estimated Yearly Costs:

2.2.1. Estimated Total Cost Year 1: \$ 6,570.00

2.2.2. Estimated Total Cost *Year 2: \$ 8,784.00

2.2.3. Estimated Total Cost Year 3: \$ 10,950.00

2.2.4. Contract Period Estimated Total Cost: \$ 26,304.00

2.3. Possible Extension Period Yearly Costs:

2.3.1. Estimated Total Cost Year 4: \$ 10,950.00

2.3.2. Estimated Total Cost Year 5: \$ 10,950.00

2.3.3. Possible Extension Period Total Cost: \$ 48,204.00

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3. Method of Payment:

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

- 3.6.7. Name of Wards removed from caseload.
- 3.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 3.8. The Contractor shall follow the State's Fiscal Year Calendar for budgeting purpose. Year one (1) shall commence on July 1, 2018 and end on June 30, 2019.
- 3.9. The Contractor also agrees that full payment for the final month of the Contract period shall not be made by the Department until the Contractor submits the original invoice for the final month of the Contract period and receives the Final Report as described in section 9.4., Exhibit A.
- 3.10. Reimbursement for services for persons who have not been screened by the Department will not be reimbursed under the Contract. In instances where guardianship appointments are made without approval granted from the Department, reimbursement for guardianship services may be possible when satisfactory documentation can be presented that such circumstances occurred and reasonable efforts were made to decline such appointments. Such documentation shall be included to an original invoice. If the documentation provided is satisfactory, the Department may make payments for appointments made without approval as long as wards are persons for whom the State has a responsibility to safeguard pursuant to RSA 21-H:8.

4. Appropriation of Funding

- 4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty of termination costs if such funds are not fully appropriated.
- 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit the NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 4.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

The remainder of this page is intentionally blank.

SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

Per NHDOC RFP 18-04-GFMED, Scope of Services, Exhibit A, Paragraph 12. Embodiment of the Contract, p. 27 of 36, sub-paragraph 12.1 "The Contract between the NH Department of Corrections and the Contractor shall consist of:

12.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;

12.1.2. Proposal submitted by the Vendor in response to the RFP; and/or

12.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire."

2. Contractor's Proposal:

Delete the following paragraph of the Contractor's Proposal, p. 10-11, "Acceptance by Contractor":

"Tri-County CAP, Inc., Guardianship Services will provide services to all persons approved by the Department of Corrections. The program reserves the right to consult with the DOC regarding rate or contract status of an estate ward when/if it is clear that the expenses and cost associated with the estate appointment will exceed the reimbursement rate. Although TCC/GS wants to work collaboratively with the DOC, the program cannot sustain financial loss such that it would jeopardize the financial integrity of the program. The program will not provide services to any person under any contract that results from the RFP without the prior approval of the DOC. The program will make every reasonable effort to verify that the DOC has screened and approved for services all individuals for whom payment is anticipated under the contract prior to accepting an appointment for an individual."

and insert in its place:

"Tri-County CAP, Inc. Guardianship Services will provide services to all persons whose guardianship submission by the NH Department of Corrections (NHDOC) has been approved by the Probate Court and assigned to Tri-County CAP, Inc. Under this Contract, guardianship services are for the person only and are reimbursed with the contracted per diem rate. Any person covered by this Contract whose status changes from the contracted rate to private pay status, shall be removed from the terms of this Contract and guardianship services reimbursement would be paid from an estate ward appointment. It is the responsibility of Tri-County CAP, Inc. to identify estate ward status on any person covered by this Contract and initiate a Petition for Estate Guardianship with the Probate Court. Once appointed, Tri-County CAP, Inc. will provide appointment documentation to the NHDOC for removal of the individual from the Contract to private pay status. Upon Probate Court's appointment of guardianship to Tri-County CAP, Inc., the NHDOC will confirm the appointment with Tri-County CAP, Inc. The NHDOC will provide Tri-County CAP, Inc. all information the guardian requires to perform the required services."

The remainder of this page is intentionally blank.

State of New Hampshire

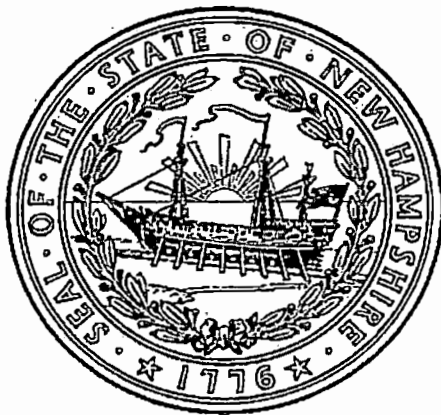
Department of State

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: **0004079930**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Business Information

Business Details

TRI-COUNTY COMMUNITY		
Business Name:	ACTION PROGRAM, INC. (TRI-COUNTY CAP)	Business ID: 63020
Business Type:	Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date:	05/18/1965	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction:	05/18/1965	
Principal Office Address:	30 EXCHANGE ST, BERLIN, NH, 03570, USA	Mailing Address: 30 Exchange Street, Berlin, NH, 03570, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire	
		Last Nonprofit Report Year: 2015
		Next Report Year: 2020
Duration:	Perpetual	
Business Email:	sandypatrick@tccap.org	Phone #: 800-552-4617
Notification Email:	NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CHARITABLE ORGANIZATION	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on February 27nd, 2018:
(Date)


RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 8th day of May 2018.
(Date Contract Signed)

4. Jeanne L. Robillard is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)


STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 8th day of May, 2018,

By Gary Coulombe
(Name of Elected Officer of the Agency)




(Notary Public/Justice of the Peace)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2018

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C. No. Ext): (603) 669-3218 FAX (A/C. No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com															
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Technology Ins. Co.</td> <td>42376</td> </tr> <tr> <td>INSURER B: Wesco Ins. Co.</td> <td>25011</td> </tr> <tr> <td>INSURER C: AmGuard Ins Co</td> <td>42390</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Technology Ins. Co.	42376	INSURER B: Wesco Ins. Co.	25011	INSURER C: AmGuard Ins Co	42390	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 17-18 All 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TPP1224751	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TPP1224751	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			WUM1565713	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TRWC858263 (3a.) NH K. Matthews. R. Urban & W. Hatch excluded	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			TPP1224751	7/1/2017	7/1/2018	Per Occurrence \$1,000,000 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 State of New Hampshire NH Dept. of Corrections PO Box 1806 Concord, NH 03302-1806	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Franggos/JSC <i>Jalitha Franggos</i>
---	--

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

Comprehensive General Liability Insurance Acknowledgement Form

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

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

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

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

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

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

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

\$ _____ Per Claim *see Attached* \$ _____ Per Incident/Occurrence \$ _____ General Aggregate

[Handwritten Signature]
Signature & Title

Chief Executive Officer

5-8-18
Date

This acknowledgement must be returned with your proposal.



May 8th, 2018

Ms. Jennifer Lind, MBA, CMA
Contract Administrator
105 Pleasant Street
Concord, NH 03301

RE: Insurance coverage

Dear Ms. Lind,

Please let this letter serve as verification that Tri-County Community Actions Program, Inc. maintains all required insurance coverage. Tri-County CAP's current insurance policies are scheduled to renew effective 7/1/2018. Tri-County Cap will maintain the same insurance coverage that are currently in place. There will be no break in service or lapse in coverage.

All of us at Tri-County CAP look forward to continuing our successful staffing partnership with New Hampshire D.O.C. If you have any questions, please contact me at 603-752-7002, extension 207 or by email at jrobillard@tccap.org.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Robillard". The signature is fluid and cursive.

Jeanne L. Robillard
Chief Executive Officer

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
 - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
 - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
 - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
 - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
 - f) Any intoxicating beverage.
 - g) Sums of money or negotiable instruments in excess of \$100.00.
 - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
 - i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
 - j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Jeanne L. Robillard
Name

Kristen Partridge
Witness Name

[Signature]
Signature

[Signature]
Signature

5-8-18
Date

5-8-18
Date

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


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

Jeannic Le Robillard
Name


Signature

5-8-18
Date

Kristen Partridge
Witness Name


Signature


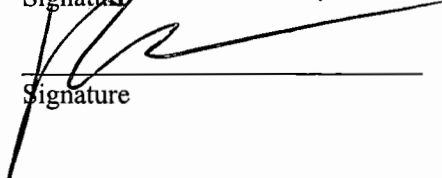
5-8-18
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

<u>Jeanne L. Robillard</u>	<u></u>	<u>5-8-18</u>
Name	Signature	Date
<u>Kristen Partridge</u>	<u></u>	<u>5-8-18</u>
Witness Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections
State of New Hampshire Agency Name

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

5/15/18
Date

Tri-County CAP
Contractor Name

J. Robillard
Contractor Representative Signature

Jeanne L. Robillard
Authorized Contractor Representative Name

Chief Executive Officer
Authorized Contractor Representative Title

5-8-18
Date



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

**Helen E. Hanks
Commissioner**

**Robin Maddaus
Director**

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

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

Name (print): Jeanne L. Robillard Date: 5-8-18
(Name of Contract Signatory)

Signature: [Handwritten Signature]
(Signature of Contract Signatory)

Board of Directors FY2018

Section 14

COÖS COUNTY

Board Chair

Sandy Alonzo

Secretary

Gary Coulombe

Treasurer

Cathy Conway

CARROLL COUNTY

Anne Barber

Michael Dewar

Vice Chair

Dino Scala

Karolina Brzozowska

GRAFTON COUNTY

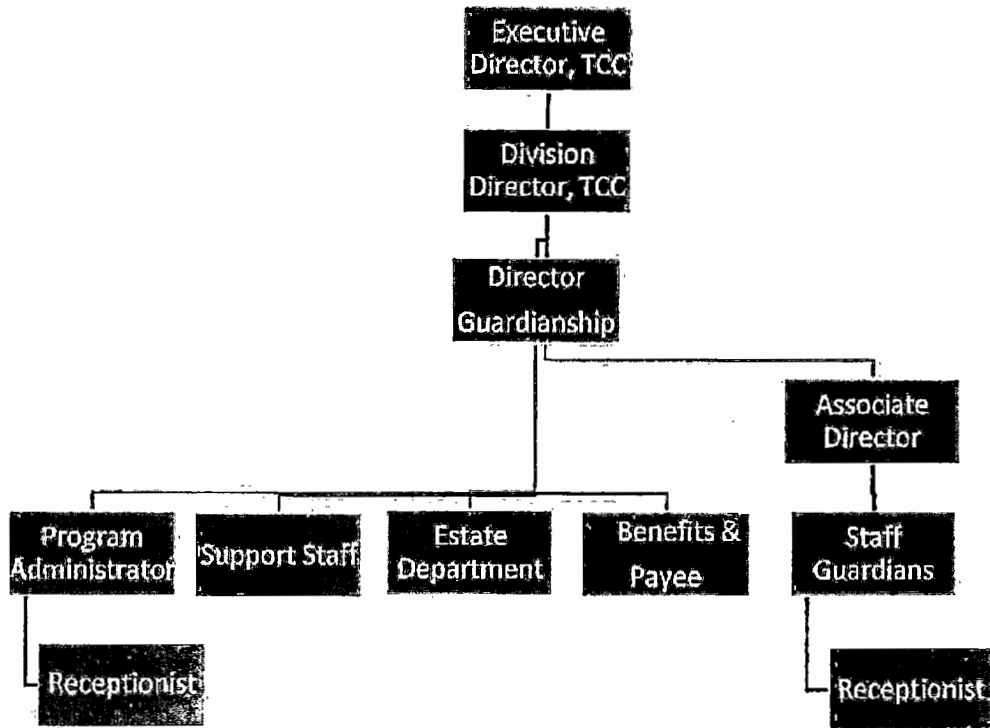
Linda Massimilla

Tricia Garrison

Richard McLeod

Organizational Chart

Section 3



Executive/Program Employees:

- Chief Executive Officer/Corp. - Jeanne Robillard
- Division Director/Corp. – Prevention Services - Dawn Ferringo
- Program Director/Estate and Trust Departments/GS – Donna M.C. Keddy, NMG
- Associate Director/Staff Guardian/GS – Jayne McCabe, NMG
- Staff Guardians – Sandi Caron/NCG, Sherri Litchfield, Marie Brockway
- Guardian Support Coordinator – Patrick Gilmartin
- Estate Guardian/Accounting Servs./Decedent’s Estates/GS – Katie Mooney, NCG
- Office Manager/Benefits Administrator/GS – Meredith Robinson
- Payee/Benefit Associate – Shelba Tetu
- Administrative Secretary/Payee and Benefit Associate – Diane Cross
- Payee Associates – Rena Call and Korina Gensamer
- Estate/Payee Associate – Cathy Fountain
- Administrative Assistant/Reconciliation Clerk – Diane Caruso
- Receptionists – Andrea Baird, Pauline German

List of Key Personnel with Salaries

Section 15

Key Staff Personnel:

Jeanne Robillard – Chief Executive Officer/Corporation (\$115,000.00)

Dawn Ferringo – Division Director/Prevention Services/Corporation (\$49,500.00)

Donna Keddy- Program Director (\$59,862.00)

Jayne McCabe- Associate Director/Staff Guardian (\$48,450.00)

Sandi Caron - Staff Guardian (\$29,120.00)

Sherri Litchfield - Staff Guardian (\$29,120.00)

Marie Brockway Staff Guardian (\$29,120.00)

Katie Mooney – Estate Guardian (\$35,190.00)

Patrick Gilmartin – Guardian Support Coordinator (\$27,040.00)

Administrative Support Staff:

Meredith Robinson – Office Manager/Benefits Administrator (\$31,500.00)

Diane F. Cross- Administrative Secretary (\$29,120.00)

Diane M. Caruso – Administrative Associate (\$15,912.00 30 Hrs.)

Pauline German – Receptionist/Whitefield Staff (\$19,110.00 35 Hrs.)

Andrea Baird – Receptionist/Concord Office (\$9,495.00 PT 20 Hrs.)

Resumes of All Key Personnel and Job Descriptions of Support Personnel

Section 16

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 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

JL Robillard *2

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- 2015 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.

JL Robillard *3

Tri-County Community Action Programs, Inc.

Direct Services/Volunteer Coordinator: Support Center at Burch 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

JL Robillard *4

- Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 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
- TCCAP: 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 Jamm Swing Band Jazz Vocalist 1997- *current*
- Member, United States Figure Skating Assoc/International Skating Institute *current since 1993*
- Avid outdoor enthusiast and angler

DAWN FERRINGO

Experience

Prevention Services Division Director, Tri-County CAP, Berlin, NH July 2016 to present

- *Write, manage, and administer federal, state, and local grants and grant deliverables
- *Provide supervision of all programs directors under Division
- *Oversee and administer all fiscal and administrative matters related to programs, including budget preparation, tracking, and management, grants preparation and management, reports to funders and audit requirements
- *Maintain program documentation and ensure compliance with funding standards (including audits, reports and compliance checks) and objectives as required by funders
- *Prepare monthly financial reports and Division reports for CEO/COO and TCCAP Board
- *Ensure program integrity, viability, and compliance with all funding standards
- *Ensure program has adequate resources to sustain operations and programs
- *Represent program at community, business, and civic functions
- *Develop and maintain positive collaborative relationships with area health and human service providers, and other civic and business organizations
- *Represent Division programs in federal, state and local initiatives
- *Organize, plan, and prepare agency development and fundraising projects

Shelter Manager, Tyler Blain House, Tri-County CAP, Lancaster, NH March 2016 to June 2016.

- *Responsible for the general welfare and safety of all Shelter Residents.
- *Direct intake and exit procedures
- *Maintain appropriate client records.
- *Oversee the enforcement of house rules and standards of conduct.
- *Coordinate and assist with the provision of case management services for residents.
- *Supervise other House staff: hire, train, schedule and evaluate; oversee the submission of payroll forms.
- *Oversee the maintenance of the Shelter building and grounds with TCCAP Facilities; keep the interior orderly, clean and safe, the exterior sound and presentable, house vehicle, appliances and office equipment in good working order.

D Ferringo *2

- *Maintain cash receipts for shelter guests rent, submit rent revenue to Accounts Receivable, and review and submit bills for payment.
- *Be responsible for the receipt, storage and disbursement of donated goods.
- *Keep necessary records; prepare and submit reports on Shelter activities as required by funders.
- *Enter statistical data into State HMIS system; act as one of the coordinated entry points for the Northern Region per State of NH BHHS, attend HMIS trainings as needed.
- *Operate under strict client confidentiality and code of conduct requirements.
- *Abide by the Homeless Programs Ethics Policy.
- *Public Relations Representative for the Tyler Blain House and related TCCAP programs to include statewide Shelter Meetings, other meetings and opportunities for community outreach as necessary..
- *Assist Homeless Programs Manager and Prevention Division Director with fund raising and grant writing.
- *Communicate regularly with Homeless Programs Manager and Prevention Division Director; inform them of important issues promptly.

Director of Welfare, Town of Bethlehem, Bethlehem, NH July 2009 to March 2016.

- *Developed municipal welfare policy and maintained policy integrity, viability and compliance with NH RSA 165, Aid to Assisted Persons.
- *Oversaw and administered all fiscal and administrative matters related to municipal welfare including budget preparation, tracking and management.
- *Effectively reduced over all municipal welfare budgets by 60% over the course of three years through program evaluation and established new policy and program facilitation practices.
- *Provided case management for clients who qualify for general assistance, which often includes resource and referrals networking and client advocacy.
- *Employed a method of self-care with clients including self assessment, goal setting, strategies and desired outcomes in the Seven Areas of Wellness.
- *Monitored legislation and new programs and makes recommendations regarding the administration of the welfare function to the Board of Selectmen;

D. Ferringo *3

*Made frequent collateral contact requiring considerable skill and tact in eliciting confidential and pertinent information in order to determine eligibility for assistance.

*Maintained meticulous case files, case notes, and other related records.

*Established and maintains effective relationships with state and local social services organizations.

*Maintained strict confidentiality practices.

Development and Special Events Manager, Adaptive Sports Partners of the North Country, Franconia, NH October 2013 – May 2014.

*Annual Fundraising and Resource Development: Worked with the Executive Director and Development Committee to create, oversee and manage annual fundraising plan for the organization. Helped to establish new mission statement, strategic plan and case statement for the organization.

*Event Management: Managed key fundraising events throughout the year including; Wobble ‘n Gobble Thanksgiving Day 5K, Pirates of the High Skis, Sunrise Ascent on Mount Washington, Any Which Way You Can Triathlon Challenge, and multiple smaller events.

*Outreach and Communication: Promoted Adaptive Sports Partners of the North Country’s mission and business operation in the community and beyond.

Workplace Success Facilitator/Community Job Specialist, Tri-County CAP, Littleton, NH September 2007 – January 2011.

*Conducted daily work simulated sessions through “Service Bureau” projects and Workplace Success curriculum to participants enrolled with the NH Employment Program (NHEP).

*Followed each participant’s NHEP Employability Plan in an effort to resolve employment barriers.

*Coordinated Community Work Experience Program (CWEP) in Grafton, Coos, and Carroll Counties for participants who completed Workplace Success.

*Developed and maintained relationships with the volunteer sites and acted as a liaison for these sites, the client, and the NHEP Employment Counselor Specialist.

DONNA M. C. KEDDY

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

EMPLOYMENT:

2003-Present - Tri-County CAP, Inc. Guardianship Services- Director

Directorship approved by Board of Directors on 4/21/2004

Acting Director effective 5/13/2003

1993-2003 – TCC/GS Assistant Director/Estate Supervisor

1/01/1993-5/12/2003 - Duties include Management of the Estate and Trust Departments, direct supervision of five financial managers, ie: Estate Managers, Payee Specialist and Benefits Administrator, indirect supervision of entire program staff as Director's designee. This position also includes carrying an Estate and Trust Caseload.

1991-1992 – TCC/GS Estate Manager

6/1991-12/1992 - Duties included the development of a more efficient system to manage and account for wards resources. Continual training and understanding of the Probate System and all public assistance programs and systems, plus Social Security and Veteran Administrative systems. Also carried an Estate and Payee Caseload. Duties also included Administrative Program functions. Direct supervision of estate and support staff.

1988-1992 – TCC/GS Administrative Assistant/Staff Guardian

11/1988-12/1992 - Duties included Administrative Program Functions, Payee Responsibilities, and a guardianship caseload at Glencliff Home for the Elderly.

1985-1989 Bookkeeper for Diamond International Corporation

Woodland Division based out of Lancaster/Groveton, New Hampshire

EDUCATION:

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

D Keddy *2

CERTIFICATIONS: Member since 1988, Registered Guardian, Conference Presenter National Guardianship Foundation. National Master Guardian, Center for Guardianship Certification.

Professional Qualifications and Background:

- *Development of comprehensive program policies and protocols for the establishment of Estate, Trust, Protective Payee, and Benefit Management Services for state-wide public guardianship program with oversight of the associate director, staff guardians, estate and benefit staff in both Whitefield and Concord offices.
- *Consultation services to family guardians and individuals either considering Guardianship over a loved one or education regarding guardianship standards and responsibilities both on a fee-for-service basis and as a professional courtesy to the Probate Court and the general public.
- *Member of the National Guardianship Association (NGA) from 1988 to present.
- *Certified as a National Registered Guardian through the NGA in 1997.
- *Presenter at the National Guardianship Conference in Arlington, Virginia 1998. Topic: The Keys of Estate Management “The First Ninety “Days”.
- *Selected by Judge Maher, then Administrative Probate Judge, to be on his committee to produce a handbook to guide, assist, and provide resources to individuals that are responsible for making health care decision for others. “Making Medical Decisions for Someone Else: A New Hampshire Handbook (2007).
- *Appointed to Judge King’s Task Force on Professional Guardians 6/24/2008. Purpose: need to ensure that the guardians serving the vulnerable population are held to high professional and ethical standards and have adequate education, training and experience. (Article in Coos County Democrat July 2, 2008). The NH House passed the proposed legislation for the amendment on RSA 464-A:10 on 5/20/2009.
- *Certified as a National Master Guardian through the Center for Guardianship Certification on 4/1/2010.

JAYNE ELIZABETH MCCABE

Career Objective:

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

EMPLOYMENT:

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

Associate Director - 4/04 to present

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

Senior Staff Guardian- 11/02 to 4/04

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

Staff Guardian- 8/98 to 10/02

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

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

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

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

JE McCabe *2

Quality Assurance Director- 11/93 to 2/98

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

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

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

Residential Supervisor- 3/86 to 2/88

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

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

EDUCATION:

1986 NEW HAMPSHIRE COLLEGE, Manchester, New Hampshire

M.S., Human Services Administration

1983 SAINT ANSELM COLLEGE, Goffstown, NH

B.S., Criminal Justice

CERTIFICATIONS:

Center for Guardianship Certification:

National Master Guardian 4/2010 to present

National Certified Guardian 10/1999 to 4/2010

SANDRA CARON

OBJECTIVE:

Utilize community resources to create positive and meaningful programs for individuals with disabilities.

EDUCATION:

BS in Early Childhood Education, Northeastern University, Boston MA. 1986.

Concentrated in Innovative teaching style with understudy in special needs.

WORK EXPERIENCE:

Tri-County CAP. Inc./Guardianship Services, Concord, NH 03301 (October, 2007-Present)

Meet with wards and/or treatment team according to ward's needs and program policy. Develop and maintain a working relationship with treatment providers. Advocate for the wards needs. Provide informed consent as necessary and appropriate. Maintain records and documentation in a timely manner. Complete guardianship reports and documentation accurately in accordance with program requirements. Demonstrate a working knowledge of state standards for treatment providers.

Life Share Inc. Manchester, NH. (2004 – 2007)

D.S.P. responsible for designing positive community base programs for three individuals. Administering medication, creating monthly activity calendars and weekly life skill classes. Develop and conduct staff training sessions. Organize special events aimed at community inclusion.

EXTENDED COURSES COMPLETED:

On line College Course for Direct Support by The Moore Center

CMT training

Medication Administration- State of NH

Disabilities Quality Of Life, Clients Rights

The Making Of A Home: Home Providers Perspective, seminar

D.D. World – Guys and Main Street Man, seminar

Direct Support Conference “Enriching Lives”

S Caron *2

PROFESSIONAL AFFILIATIONS:

NH Developmental Disabilities Council

NH Education Board: Dept. For Training and seminar research

CERTIFICATIONS:

Member of the National Guardianship Association 2008 to present

National Certified Guardian (Centers for Guardianship Certification) 2008 to present

SHERRI P. LITCHFIELD

EDUCATION:

Associates Degree – Liberal Arts
New Hampshire College

EXPERIENCE:

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

2010 - Present

Staff Guardian:

*Primary responsibilities include:

*Provide advocacy and informed consent on behalf of individuals deemed by the Probate Court as incapacitated and unable to make informed decisions.

*Advocate for the needs of individual's and for changes in treatment as necessary.

*Provide informed consent as necessary and appropriate in regards to medical issues that include, but not limited to, medication authorization and medical treatment.

*Maintain records and documentation.

*Develop and maintain a working relationship with treatment provider's that ensure all services being provided are in the individual's best interest and is in the least restrictive setting.

*Attend court hearings as required.

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

2007 - 2009

Director of Health & Safety:

Responsibilities included:

*Scheduling all community classes and arranging for instructors to teach classes being offered.

*Oversaw the ordering of all Health & Safety equipment and supplies required for classes.

SP Litchfield *2

*Supervised per diem instructors and worked closely with outside instructors to ensure that all Red Cross classes were being conducted per American Red Cross standards.

*Taught First Aid, CPR (Adult/Infant/Child) when needed. Supervised and oversaw training of all volunteers within the Health & Safety department.

* Responsible for promoting and selling Health & Safety classes to companies and organizations.

*Conducted and promoted other Red Cross trainings such as Prepare New Hampshire, Speakers Bureau, Disaster Services, Services to the Armed Forces, and the LNA program. Additional responsibilities included data entry, developing annual budget, and extensive travel throughout New Hampshire.

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

2001- 2007

Director of Quality Assurance:

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

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

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

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

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

SP Litchfield *3

Program Manager Director:

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

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

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

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

*Also worked closely with the MIS Director and Director of Human Resources pertaining to financial matters and personnel matters.

MARIE BROCKWAY

Education:

Master of Science, Environmental Studies, Education major

Antioch University New England, Keene NH

Bachelor of Arts, Behavioral Science, History & Philosophy minor

Notre Dame College, Manchester NH

Professional History:

Staff Guardian, Tri-County Community Action Program, Whitefield NH

July 5, 2016 to Present

Department of Children and Families, St. Johnsbury VT

October 2015 to June 2016

Deputy Town Clerk/Tax Collector, Bethlehem NH

April 2014 to March 2016

Town Clerk/Tax Collector, Franconia NH

November 2014 to April 2015 (Interim)

Manager, Springfield Humane Society, Springfield VT

January 2007 – January 2014

Assistant Director, Historic Sites, Kansas State Historical Society, Topeka KS

August 2000 – December 2006

Executive Director, Mt Kearsarge Indian Museum, Education and Cultural Center,

Warner NH

December 1997 – December 1999

Consultant, Nez Perce Tribe Wildlife Department – Wolf Reintroduction Project,

Lapwai ID

June 1995 – September 1995 (sabbatical from Director of Youth & Family Services position)

Director, Youth & Family Services – Town of Hooksett/Hooksett Police

Department/Hooksett District Court, Hooksett NH

September 1985-January 1998 (position overlapped with Indian Museum)

M BROCKWAY *2

Areas of Strength:

Communication/Education:

- *Interact with public in person, via email and phone in a friendly and professional manner to answer questions and provide information and services
- *Facilitate positive change with individuals and/or groups
- *Cultivate and maintain productive partnerships/relationships with local, state, Tribal leaders; service agencies, attorney's, the courts and the community in general, including donors
- *Collect and interpret prioritized information to determine the least restrictive and most appropriate outcome for wards
- *Mediate competing interests with individuals, groups and communities
- *Organize and motivate community support groups
- *Facilitate meetings by encouraging individual creativity, a team approach and reaching consensus
- *Speak on relevant topics with individuals and groups in community, academic and political settings
- *Research, collect, organize and write/edit information for dissemination
- *Edit material for accessibility and content
- *Plan and implement special public event

Administration:

- *Ensure all aspects of performance and operations are managed according to the best practices as recommended by the prevailing industry standards
- *Maintain accurate focus on numerous simultaneously occurring activities and projects
- *Supervise multiple employees and volunteers
- *Manage human resource issues
- *Interview, hire and evaluate employees and volunteers
- *Develop, implement youth services/historical/environmental/animal welfare programs
- *Develop and administer annual budgets

M BROCKWAY *3

Board Memberships (Invitational):

- *Identify service gaps, create structure and service delivery plans, develop funding, coordinate volunteers/employees
- *Project manage interpretive design elements for historic sites including exhibits, written materials, hands-on components, audio and visual components
- *Review funding requests/proposals and award grant monies
- *Track operational activities
- *Bethlehem Heritage Society, Treasurer - current
- *Lewis & Clark Bicentennial Commemoration, Native American Committee
- *Tallgrass Prairie National Preserve, Cottonwood Falls KS, National Advisory Board
- *Kaw Nation Memorial Heritage Park, Council Grove KS, Master Planning Board
- *Nez Perce Tribe National Trail Committee, Topeka KS, KSHS representative
- *Kansas Historical Markers Committee, Topeka KS, Chair
- *Tri-Town Area Task Force on Domestic Violence, Hooksett NH, Chair
- *Attorney General's Task Force on Child Abuse and Neglect Prevention, Concord NH
- *Merrimack County Grant review committee, Concord NH
- *Hooksett Emergency Relief Committee, Hooksett NH, founding member

Katherine Mooney

Objective

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

Highlights of Qualifications

Nationally Certified Guardian through the Center for Guardianship Certification since October 2008

Member of the National Guardianship Association since October 2008

Computer: Internet and Research Engines, Microsoft Word, Microsoft PowerPoint, and Microsoft Excel

Work well independently and in a team

Attention to detail and ability to multitask

Education

Bachelor of Science in Psychology– Plymouth State University, 2007

Concentrations – Mental Health and Psych and Law

Work Experience

Estate Guardian/Conservator/Representative Payee/Estate Administrator for Tri-County CAP, Inc./Guardianship – Whitefield, NH

October 2007 - Present

Guardianship services for elderly and incapacitated adults

Provide administrative and estate support to the Director and Associate Director

Oversee Estate Associate

Assist with the running of reports and maintenance of the client database system

Completion of Court required reports, inventories, accountings, motions, etc.

Management of income, benefits, and maintaining a client's estate.

Administrative and financial tasks as instructed

K Mooney *2

Sales Associate for Jiffy Mart – Lancaster, NH

June 2006 – January 2008

Customer Service

Checking in products and stocking

Observe/card customers for legal purchases Store closing responsibilities

Deli –Preparing Food, Cooking, and Cleaning

Cashier

Data Processor Assistant for Lee F. Carroll, PE – Gorham, NH

2001 – 2006, As Needed

Assistant typist as needed basis for an electrical engineering company

Rides Attendant for Santa's Village – Jefferson, NH

June 2001 – December 2005

Customer Service/Public Relations, Monitor safety requirements and adherence,

Ticket Sales, Gift Shop

Patrick Gilmartin

Highlights of Qualifications:

Nationally Certified Guardian through the Center for Guardianship Certification

November 5, 2005 through November 30, 2017

Member of the National Guardianship Association November 5, 2005 through November 30, 2017

Knowledge of public policy and laws regarding the mentally and disabled populations

Vast experience with the DOC population since 1974

Professional Experience:

Guardian Support Coordinator – Tri-County CAP, Inc./Guardianship Services

February 2018 – Present

Provide support to other staff members in providing guardianship services.

Public Guardian – Tri-County CAP, Inc./Guardianship Services

September 1994 – February 2018

Agent for a court appointed public guardianship agency.

Duties include advocacy, assistance with decision making for mentally incapacitated adults, court appearances, and preparation and filing of motion.

Residential Staff – Cypress Center

October 1993 – September 1994

Psychiatric assistant in a short-term residential psychiatric care center and respite facility.

Position involved development and implementation of crisis oriented care plans, conducting treatment and socialization groups, individual counseling, daily documentation of treatment progress, and operation of the crisis phone line.

Case Manager – The Mental Health Center of Greater Manchester

December 1979 – May 1987

Service coordinator in a community mental health center.

Responsibilities included coordination of treatment for chronically mentally ill individuals in various levels of community placements, development and monitoring of annual treatment plans, crisis intervention and referral to agencies for services as needed. Group and individual counseling was also provided.

P Gilmartin *2

Residential Coordinator – The Mental Health Center of Greater Manchester

April 1981 – February 1982

Coordinator of all residential programs within a community mental health center.

Responsible for the development and oversight of a HUD subsidized psychiatric group home and hiring and direct supervision of program staff.

Wrote a grant to create a transitional apartment program within residential department.

Social Worker I – NH State Prison

June 1974 – October 1979

Mental health therapist and case manager within a maximum security prison.

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

Assistant Cottage Parent – NH Youth Development Center

January 1974 to June 1974

Supervisor of young offenders in the state's juvenile detention center.

Provide daily routine and structure as well as the maintaining of security in the institution.

Therapeutic interaction and appropriate role modeling while maintaining proper boundaries.

Assistance in large group counseling.

Education:

Bachelor of Arts in Psychology– Keene State College, 1973

Bishop Bradley High School, 1969

Guardianship Services

JOB DESCRIPTION

Position Title: Office Manager/Benefits Administrator - MR

Responsible To: Director or Designee

Role:

Office Manager: Responsible for the overall running of the guardianship office on a daily basis. Accounts Receivable and Accounts Payable Clerk for program. Private Pay Invoice Clerk.

Benefits Administrator: To research, secure, protect, and maintain all benefits that wards and clients are eligible for through State and Federal program. Supervises – Benefits Specialist.

Essential Functions & Responsibilities:

*Guarantee that the guardianship office runs efficiently, smoothly, and in a professional manner daily per set protocols and procedures. Guarantees that staff associates will meet identified deadlines, certification and training requirements, and overall program expectations.

*Receipt of private revenue, tracking, processing, and reporting by program and corporation requirements in conjunction with the Director to guarantee consistency in reporting program revenue.

*Preparation of private pay invoices on a monthly basis by program protocols and procedures, including tracking of payments and non-payments for additional finalization.

*Receipt of program operational invoices from vendors, preparation and processing of vouchers by program and corporation requirements in conjunction with the Director to guarantee consistency flow of expenditures.

*Primary point of contact for all financial associates to request assistance in their understanding of all benefit programs through the Social Security Administration, including Medicare and Medicare supplemental insurance plans, and through the Department of Human Services, including expanded Medicaid supplemental plans, Medicaid, APTD/Cash, Food Stamps, and Extra Help eligibility. This is in coordination with the Director as needed. Additionally includes the application process for all programs.

Office Manager/Benefits Administrator – MR

Job Description *2

*ORGANIZATION IS ESSENTIAL.

*Guarantee that office and phone reception is being provided in a professional manner.

*Maintain files in an organized and retrievable manner as outlined by program policies and procedures. Each file setup should be identical.

*Develop a basic understanding of Guardianship Laws and Responsibilities.

*Perform any and all other duties as deemed necessary by the Director or Designee.

Knowledge, Skills and Abilities:

*Experience: Must have office and business experience.

*Organizational skills needed. Must have a financial skill set.

*Ability to work in short-term, high stress situations. Ability to work independently and with other people.

*Education: A high school education or GED.

*Job specific skills acquired through on-the-job training.

*Interpersonal Skills Courtesy, tact, and diplomacy are essential elements of the job.

*Work involves much personal contact with others inside and/or outside the organization for purposes of giving or obtaining information, building relationships, or soliciting cooperation. Motivation of staff associates is also essential.

*Other Skills Ability to learn and retain multiple regulatory guidelines and requirements.

*Ability to work independently and with others.

*Must have excellent observation and communications skills, both oral and written.

*Ability to work in short-term, high stress situations.

*Knowledge of bookkeeping procedures.

*Computer literacy

Office Manager/Benefits Administrator – MR

Job Description *3

Physical Requirements:

*The ability to work in conditions that are compromising relative to the cleaning out of assigned wards homes, storage units, etc.

*The ability to lift a minimum of 50 lbs. and/or assist other staff associates with large furniture or other personal belongings.

*Work Environment Exposure to unfavorable conditions which may require protective clothing.

Guardianship Services

JOB DESCRIPTION

Position Title: Administrative Associate/Payee and Benefits Associate - DFC

Responsible To: Director or Designee

Role:

The primary responsibilities of this position are to provide support, payee, and benefit services as solely defined.

Essential Functions & Responsibilities:

*Research files, access computer databases, etc. for the preparation of accurate annual Reports of Persons as required by the Probate Courts including the maintenance of an Excel Spreadsheet for tracking of filing dates for all wards.

*Research files, access computer databases, work in conjunction with other staff members or outside individuals in order to maintain all subsidized housing benefits for clients and wards. Indirect supervision of administrative associate/housing duties.

*Meet all wage reporting obligations as required by The Social Security Administration for continuance of benefits for all clients and wards as identified by program protocols and requirements in approved format.

*Provide administrative support to staff members as needed or as available time will allow. Must maintain additional payee duties in the first instance.

*Maintain client and office files in an organized and retrievable manner.

*Develop a basic understanding of Guardianship Laws and Responsibilities.

*Perform any and all other duties as deemed necessary by the Director or Designee.

Knowledge, Skills and Abilities:

*Experience: Must have office and business experience.

*Organizational skills needed. Must have a financial skill set.

*Ability to work in short-term, high stress situations. Ability to work independently and with other people.

Administrative Secretary/Payee and Benefits Associate - DFC

Job Description *2

*Education: A high school education or GED.

*Job specific skills acquired through on the job training.

*Interpersonal Skills Courtesy, tact, and diplomacy are essential elements of the job.

*Work involves much personal contact with others inside and/or outside the organization for purposes of giving or obtaining information, building relationships, or soliciting cooperation.

Guardianship Service

JOB DESCRIPTION

Position Title: Administrative Assistant/Reconciliation Clerk -DMC

Responsible To: Director or Designee

Role:

*To provide administrative support to the program to ensure availability of information by multiple users.

*To research files to gather information as may be required for mandatory reports and applications.

Essential Functions & Responsibilities:

*Reconcile and audit Bank of NH and TD Bank accounts on a monthly basis.

*Database management including updating of addresses and other essential information including client wages, entering account balances into the budget database, etc.

Uploading medical documents to the database. Reporting to the Courts when a ward has a change of address as required either by mail or the new ECourt system.

*Provide assistance as requested with processing of housing re-certifications and leases.

*Provide assistance in researching files for the completion of Annual Reports of Person as required by the Probate Court.

*Maintain fully documented records by program protocols and procedures.

*Maintain client and office files in an organized and retrievable manner.

*Develop a basic understanding of Guardianship Laws and Responsibilities.

*Other duties as requested including signing payee disbursement checks, etc.

Knowledge, Skills and Abilities:

*Experience: Must have office and business experience; bookkeeping experience is required.

*Education: *A high school education or GED. Accounting certificate preferred.

*Job specific skills acquired through on the job training.

*Interpersonal Skills Courtesy, tact, and diplomacy are essential elements of the job.

*Work involves contact with others inside and/or outside for purposes of giving or obtaining information, building relationships, or soliciting cooperation.

Guardianship Services

JOB DESCRIPTION

Position Title: Office Clerk/Receptionist –AB(PT) and PGerman (FT)

Responsible To: Director or Designee

Role:

*To serve as the first point of contact for outside parties and visitors. Perform miscellaneous secretarial/receptionist duties in supporting the needs of others in the organization.

Essential Functions & Responsibilities:

*Provides office reception to visitors and answers the telephone. Directs or forwards the visitor or caller to the proper party or takes messages when appropriate.

*Manages the phone system and fax machine, sending faxes for other departments as needed; sets procedures for use of phone system and fax machine, programs machines, and resolves equipment problems. General office support.

*Receives and sorts incoming mail for distribution to the appropriate associate. Ensures that mail requiring signature and return is processed in a timely manner.

*Maintains general and administrative files and records. Uploads documents to program database for use by internal parties.

*Performs other job-related duties as assigned.

Knowledge, Skills and Abilities:

Experience: Three months to twelve months of similar or related experience.

Education: A high school education or GED.

*Job specific skills acquired through on the job training.

*Interpersonal Skills Excellent communication and customer service skills required.

*Ability to work independently and with others.

*Work normally involves contacts with persons beyond immediate associates generally regarding routine matters for purposes of giving or obtaining information which may require some discussion. Outside contacts take the form of service to the public (customers or vendors) requiring ordinary courtesy in providing assistance and information.

Financial Statement

Section 13

Statements to Appear after Page 92 due to their size

Financial Statements

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

**CONSOLIDATED FINANCIAL STATEMENTS
FOR YEARS ENDED JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORTS**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2017 and 2016, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2017, 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 2016 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated November 16, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, 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 November 10, 2017, 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.

Leone, McDonnell & Roberts
Professional Association

November 10, 2017
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 505,700	\$ 589,806
Accounts receivable	1,326,994	1,248,318
Pledges receivable	205,804	229,419
Inventories	65,641	88,880
Prepaid expenses	<u>45,345</u>	<u>40,992</u>
Total current assets	<u>2,149,484</u>	<u>2,197,415</u>
PROPERTY		
Property, plant, and equipment	13,544,469	13,388,060
Less accumulated depreciation	<u>(5,317,470)</u>	<u>(5,052,926)</u>
Property, net	<u>8,226,999</u>	<u>8,335,134</u>
OTHER ASSETS		
Restricted cash	942,687	787,761
Building refinance costs, net	<u>13,591</u>	<u>14,478</u>
Total other assets	<u>956,278</u>	<u>802,239</u>
TOTAL ASSETS	<u>\$ 11,332,761</u>	<u>\$ 11,334,788</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ 671,434	\$ 863,867
Current portion of long term debt	587,809	197,181
Current portion of capital lease obligations	4,057	2,718
Accounts payable	518,447	675,526
Accrued compensated absences	242,545	294,243
Accrued salaries	196,882	176,185
Accrued expenses	107,627	93,764
Refundable advances	197,548	233,329
Other liabilities	<u>645,311</u>	<u>510,910</u>
Total current liabilities	<u>3,171,660</u>	<u>3,047,723</u>
LONG TERM DEBT		
Long term debt, net of current portion	5,254,436	5,866,916
Capital lease obligations, net of current portion	<u>12,670</u>	<u>11,756</u>
Total liabilities	<u>8,438,766</u>	<u>8,926,395</u>
NET ASSETS		
Unrestricted	2,191,395	1,630,450
Temporarily restricted	<u>702,600</u>	<u>777,943</u>
Total net assets	<u>2,893,995</u>	<u>2,408,393</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 11,332,761</u>	<u>\$ 11,334,788</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
REVENUES AND OTHER SUPPORT				
Grant and contracts	\$ 12,338,863	\$ 305,694	\$ 12,644,557	\$ 12,604,401
Program funding	1,638,901	69,586	1,708,487	1,761,690
Utility programs	972,359	-	972,359	1,279,740
In-kind contributions	436,874	-	436,874	313,824
Contributions	486,754	10,981	497,735	267,932
Fundraising	42,421	-	42,421	37,281
Rental income	847,380	-	847,380	800,533
Interest income	270	-	270	272
Loss on disposal of property	(16,685)	-	(16,685)	(175,932)
Forgiveness of debt	25,912	-	25,912	-
Other revenue	4,461	-	4,461	421
	<u>16,777,510</u>	<u>386,261</u>	<u>17,163,771</u>	<u>16,890,162</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>461,604</u>	<u>(461,604)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>17,239,114</u>	<u>(75,343)</u>	<u>17,163,771</u>	<u>16,890,162</u>
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	825,517	-	825,517	779,057
Head Start	2,312,665	-	2,312,665	2,176,567
Guardianship	735,925	-	735,925	735,473
Transportation	1,063,996	-	1,063,996	1,074,998
Volunteer	121,543	-	121,543	101,998
Workforce Development	402,576	-	402,576	366,205
Alcohol and Other Drugs	1,165,000	-	1,165,000	1,086,057
Carroll County Dental	542,920	-	542,920	513,419
Carroll County Restorative Justice	-	-	-	47,843
Support Center	265,052	-	265,052	276,766
Homeless	554,509	-	554,509	514,521
Energy and Community Development	6,276,570	-	6,276,570	6,988,501
Elder	1,026,070	-	1,026,070	1,125,851
Housing Services	167,528	-	167,528	161,727
	<u>15,459,871</u>	<u>-</u>	<u>15,459,871</u>	<u>15,948,983</u>
Supporting Activities:				
General and administrative	1,213,425	-	1,213,425	1,236,429
Fundraising	4,873	-	4,873	1,191
	<u>1,218,298</u>	<u>-</u>	<u>1,218,298</u>	<u>1,237,620</u>
Total functional expenses	<u>16,678,169</u>	<u>-</u>	<u>16,678,169</u>	<u>17,186,603</u>
CHANGES IN NET ASSETS FROM OPERATIONS	560,945	(75,343)	485,602	(296,441)
OTHER INCOME				
Gain on interest rate swap	-	-	-	7,385
TOTAL CHANGES IN NET ASSETS	560,945	(75,343)	485,602	(289,056)
NET ASSETS, BEGINNING OF YEAR	<u>1,630,450</u>	<u>777,943</u>	<u>2,408,393</u>	<u>2,697,449</u>
NET ASSETS, END OF YEAR	<u>\$ 2,191,395</u>	<u>\$ 702,600</u>	<u>\$ 2,893,995</u>	<u>\$ 2,408,393</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 485,602	\$ (289,056)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	492,141	472,186
Donation of property and equipment	(224,685)	-
Loss on disposal of property	16,685	175,932
Forgiveness of debt	(25,912)	-
Gain on interest rate swap	-	(7,385)
(Increase) decrease in assets:		
Accounts receivable	(78,676)	(234,044)
Pledges receivable	23,615	18,335
Inventories	23,239	27,270
Prepaid expenses	(4,353)	(10,314)
Restricted cash	(154,926)	(247,366)
(Decrease) increase in liabilities:		
Accounts payable	(157,079)	3,744
Accrued compensated absences	(51,698)	(37,781)
Accrued salaries	20,697	41,363
Accrued expenses	13,863	(13,710)
Refundable advances	(35,781)	41,986
Other liabilities	134,401	230,436
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>477,133</u>	<u>171,596</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	26,750	75,000
Purchases of property and equipment	<u>(181,113)</u>	<u>(116,320)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(154,363)</u>	<u>(41,320)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net (repayment) advance on demand note payable	(192,432)	191,660
Repayment of long-term debt	(210,808)	(219,778)
Repayment of capital lease obligations	<u>(3,636)</u>	<u>(1,302)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(406,876)</u>	<u>(29,420)</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(84,106)	100,856
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>589,806</u>	<u>488,950</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 505,700</u>	<u>\$ 589,806</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	<u>\$ 208,781</u>	<u>\$ 184,941</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Purchase of property and equipment financed by long-term debt	<u>\$ 14,867</u>	<u>\$ 45,689</u>
Purchase of property and equipment financed by capital lease	<u>\$ 5,889</u>	<u>\$ 15,776</u>
Line of credit converted to long term debt	<u>\$ -</u>	<u>\$ 28,045</u>

See Notes to Consolidated Financial Statements

TRICOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Dental	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																	
Payroll	\$ 104,099	\$ 1,122,988	\$ 500,276	\$ 459,900	\$ 57,825	\$ 178,248	\$ 748,466	\$ 328,917	\$ 153,094	\$ 295,500	\$ 1,005,420	\$ 427,676	\$ 11,851	\$ 5,389,859	\$ 638,847	\$ -	\$ 6,028,806
Payroll taxes and benefits	19,111	307,007	129,564	97,125	15,156	45,427	180,112	68,553	40,798	72,525	280,298	94,161	-	1,347,802	165,870	-	1,513,672
Assistance to clients	1,079	-	-	-	-	63,724	-	-	1,511	67,636	4,263,487	-	-	4,377,437	-	-	4,377,437
Consultants and contractors	3,475	38,756	4,482	12,916	-	-	33,608	3,369	-	10,000	8,699	75,065	-	190,347	11,697	-	202,044
Fiscal and administrative	806	24,672	8,142	3,732	750	192	5,644	3,691	1,435	1,138	39,910	3,297	-	93,207	82,714	-	175,921
Space costs and rentals	1,984	167,618	31,905	13,860	4,774	95,919	30,558	-	-	33,538	154,444	56,494	-	691,090	228,794	-	919,884
Consumable supplies	14,573	176,067	8,226	9,007	1,192	2,896	73,307	40,430	6,540	6,134	274,747	275,839	13,528	902,886	11,093	-	913,979
Maintenance of equipment and rental	(10,916)	2,997	1,261	7,404	17	-	4,951	10,850	944	1,435	7,220	10,845	-	37,008	28,160	-	65,168
Building and grounds maintenance	81,132	32,150	-	1,935	-	685	7,620	1,420	11,290	7,990	959	12,476	28,602	186,279	1,708	-	197,985
Utilities	128,852	20,225	14,678	13,335	1,277	7,062	33,880	9,953	21,082	21,383	28,626	18,473	21,905	340,520	3,750	-	344,270
Fixed fees	-	-	-	-	-	-	-	-	3	-	-	1,489	-	1,492	-	-	1,492
Travel and meetings	802	54,129	25,587	97,127	2,856	18,927	12,047	2,721	4,020	14,991	10,689	23,728	905	268,529	7,170	-	275,699
Vehicle expense	7,455	89	-	130,623	-	-	1,384	-	-	321	25,671	-	-	165,503	-	-	165,503
Insurance	90,583	20,168	943	36,222	889	-	16,506	2,472	5,484	6,721	31,683	-	14,551	226,622	6,175	-	232,797
Interest expense	144,081	46	1,890	3,820	42	-	6,791	37,145	494	1,022	12,967	583	-	208,781	4,570	-	213,451
Other direct program costs	45,803	6,279	8,991	21,573	263	1,526	(13,937)	4,857	687	1,838	110,351	6,376	8,797	203,394	22,789	4,873	231,056
Depreciation and amortization expense	179,148	31,368	-	123,747	-	-	24,153	32,542	10,025	1,752	21,465	652	67,389	492,141	-	-	492,141
In-kind expended	12,850	308,258	-	32,070	36,413	-	-	-	7,877	20,589	-	19,017	-	436,874	-	-	436,874
Total Direct Expenses	825,517	2,312,605	735,925	1,063,966	121,543	402,576	1,165,000	542,920	265,052	554,509	6,276,570	1,026,070	167,528	15,459,871	1,213,425	4,873	16,678,169
Indirect Expenses																	
Indirect costs	78,804	261,442	89,711	112,610	10,768	33,918	142,508	63,688	32,038	57,669	220,982	119,278	-	1,213,425	(1,213,425)	-	-
Total Direct & Indirect expenses	\$ 904,321	\$ 2,584,107	\$ 825,636	\$ 1,176,506	\$ 132,309	\$ 436,495	\$ 1,307,508	\$ 606,608	\$ 297,090	\$ 612,208	\$ 6,497,532	\$ 1,145,348	\$ 167,528	\$ 16,673,296	\$ -	\$ 4,873	\$ 16,678,169

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy & Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total	
Direct Expenses																			
Payroll	\$ 85,543	\$ 1,115,668	\$ 469,862	\$ 468,988	\$ 63,903	\$ 195,484	\$ 615,812	\$ 312,948	\$ 19,541	\$ 164,742	\$ 287,318	\$ 1,133,009	\$ 454,166	\$ 11,890	\$ 5,418,962	\$ 650,829	\$ -	\$ 6,069,591	
Payroll taxes and benefits	18,492	308,789	128,646	91,265	14,708	53,937	161,355	68,224	5,087	43,120	88,194	319,436	105,785	-	1,384,935	191,375	-	1,546,310	
Assistance to clients	6,122	-	-	-	289	3,677	-	-	-	-	35,075	4,829,628	-	-	4,878,991	-	-	4,676,991	
Consultants and contractors	4,938	30,466	5,220	37,208	-	-	38,701	22,180	6,570	869	10,030	18,939	88,920	-	243,834	35,565	-	279,399	
Fiscal and administrative	1,808	19,755	7,960	4,568	813	168	4,981	5,379	510	1,153	788	48,324	2,771	1,439	93,183	92,768	-	191,941	
Space costs and rentals	21,495	156,778	32,636	13,860	4,891	89,079	22,403	-	14,198	-	33,641	152,651	54,172	-	595,904	217,234	-	813,138	
Consumable supplies	12,091	134,878	10,384	10,694	2,513	1,984	75,412	17,092	-	7,873	8,771	300,094	300,578	6,335	899,485	19,575	-	909,060	
Maintenance of equipment and rental	2,490	2,393	1,018	5,970	-	-	1,973	4,288	-	-	492	9,550	11,749	-	39,823	803	-	40,726	
Building and grounds maintenance	58,247	30,124	-	3,295	-	-	10,293	1,637	-	9,115	4,435	70	20,030	22,875	158,121	68	-	168,170	
Utilities	125,888	24,107	14,825	13,987	910	7,178	39,489	8,150	1,026	20,759	21,839	34,468	19,574	22,802	355,612	4,557	-	360,169	
Fixed fees	-	-	-	-	-	-	-	-	-	-	-	-	268	-	2,836	-	-	2,836	
Travel and meetings	660	56,701	29,352	89,793	1,456	13,891	14,180	1,901	283	8,094	18,134	19,070	32,195	2,104	293,810	8,844	-	282,454	
Vehicle expense	3,891	63	-	144,888	-	-	1,164	-	-	-	1,856	34,803	-	-	166,863	5,411	-	182,074	
Insurance	113,203	18,831	1,138	62,553	-	-	20,608	2,396	-	6,631	9,316	42,863	-	15,820	284,458	5,488	-	286,946	
Interest expense	125,891	7	503	1,639	60	-	6,504	35,744	-	22	958	13,729	161	-	184,938	4,665	-	189,603	
Other direct program costs	17,145	14,445	14,250	19,777	5,745	507	60,532	1,838	628	1,818	1,974	12,328	5,348	11,080	157,613	29,372	1,181	188,176	
Depreciation and amortization expense	180,855	18,587	-	115,539	-	-	22,644	32,642	-	10,025	1,752	18,251	2,214	67,362	471,891	295	-	472,186	
In-kind expended	-	244,784	-	-	6,812	-	-	-	-	4,855	11,969	-	45,604	-	313,824	-	-	313,824	
Total Direct Expenses	779,057	2,178,667	735,473	1,074,998	101,998	366,205	1,088,057	513,419	47,843	276,766	514,521	8,898,601	1,125,851	161,727	15,948,993	1,236,429	1,191	17,188,603	
Indirect Expenses																			
Indirect costs	90,902	230,922	69,118	118,834	11,376	36,106	127,802	69,962	4,144	33,812	66,001	249,401	128,049	-	1,236,429	(1,236,429)	-	-	
Total Direct & Indirect expenses	\$ 869,959	\$ 2,407,499	\$ 824,591	\$ 1,193,832	\$ 113,374	\$ 402,311	\$ 1,213,859	\$ 573,381	\$ 51,987	\$ 310,578	\$ 570,522	\$ 7,237,902	\$ 1,253,900	\$ 161,727	\$ 17,185,412	\$ -	\$ 1,191	\$ 17,188,603	

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

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 our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

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

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

Head Start

Head Start 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 12 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 407 individuals.

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 19 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 400 volunteers, ages 55 and older. 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 53,000 hours yearly.

Workforce Development

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

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

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire. There were \$18,847 and \$92,748 of pre-development capitalized expenses in 2017 and 2016, respectively.

See **Note 17** for subsequent events.

Carroll County Dental

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

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. The division was discontinued in January 2016.

Support Center

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

Homeless

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

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy 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, and a significant portion of their rental income is received from the Department of Housing and Urban Development.

The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods.

The above 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

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

The Organization had no permanently restricted net assets at June 30, 2017 and 2016. The Organization had temporarily restricted net assets of \$702,600 and \$777,943 at June 30, 2017 and 2016, respectively.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

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

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction (**Note 12**).

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2017 and 2016.

Fair Value Measurements

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

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

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

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

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

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

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

As disclosed in **Note 6**, the bond payable, formerly bearing monthly interest of 6.9% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio was 1.10; or 3.00% when the Organization's debt service coverage ratio was 1.20, included an interest rate swap agreement. The Organization paid interest at a fixed 3.85%. The arrangement was scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, was classified as a cash flow hedge and was valued at the net present value (NPV) of all estimated future cash flows. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The swap arrangement was removed in February 2016 when the bond agreement was renewed and the effective interest rate became 2.75% plus the bank's internal cost of funds multiplied by 67%. The rate at the time of renewal was 3.10%. For the year ended June 30, 2016, the Organization realized a gain of \$7,385 on the swap and there was no fair value of the swap remaining after the bond was renewed.

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 and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United 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 \$197,548 and \$233,329 as of June 30, 2017 and 2016, 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 2013.

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.

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, 2017 and 2016, 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 restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

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

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date.

Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2017 and 2016, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as temporarily restricted in the amount of \$205,804 and \$229,419, 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 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, 2016 received provisional approval and is effective until amended at a rate of 12.7%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2016 was 12.5%.

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, 2017 and 2016 was \$26,456 and \$27,769, respectively.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2017, the balances in interest and non-interest-bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2017, there was approximately \$665,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2017 and 2016 was \$19,611 and \$15,372, respectively. The Organization was not in compliance with this requirement; however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the years ended June 30, 2017 and 2016. 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 6**). The required balance in the account is \$173,817 and is equal to the interest payments on the bond for a 12-month period. The balance as of June 30, 2017 and 2016 was \$187,095 and \$186,908, 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, 2017 and 2016 was \$642,308 and \$509,095, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2017 and 2016 was \$642,308 and \$503,888, respectively, and is included in the restricted cash balance on the Statements of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. The final assessed fee of \$5,207 was paid by the Organization during the year ended June 30, 2017.

Certain cash accounts related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2017 and 2016 was \$93,673 and \$81,583, respectively.

NOTE 3. INVENTORY

In 2017 and 2016, 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, 2017 and 2016, consists of weatherization materials totaling \$65,641 and \$88,880, respectively.

NOTE 4. ACCRUED EARNED TIME

For the years ending June 30, 2017 and 2016, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours and 200 hours, respectively. At June 30, 2017 and 2016, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$242,545 and \$294,243, respectively.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2017:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,679,707	\$ 3,428,094	\$ 7,251,613
Equipment	2,400,922	1,889,376	511,546
Land	<u>463,840</u>	<u>-</u>	<u>463,840</u>
	<u>\$13,544,469</u>	<u>\$ 5,317,470</u>	<u>\$ 8,226,999</u>

Property consists of the following at June 30, 2016:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,682,236	\$ 3,325,948	\$ 7,356,288
Equipment	2,237,057	1,726,978	510,079
Land	<u>468,767</u>	<u>-</u>	<u>468,767</u>
	<u>\$13,388,060</u>	<u>\$ 5,052,926</u>	<u>\$ 8,335,134</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, 2017 and 2016 was \$491,254 and \$471,299, respectively.

The Organization also had building refinancing costs of \$17,730 during the year ended June 30, 2014. Amortization expense and accumulated amortization for the year ended June 30, 2017 was \$887 and \$4,139, respectively. Amortization expense and accumulated amortization for the year ended June 30, 2016 was \$887 and \$3,252, respectively.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2017 and 2016 consisted of the following:

	<u>2017</u>	<u>2016</u>
Note payable with the USDA requiring 360 monthly installments of \$1,496, including interest at 4.5% per annum. Secured by the general business assets. Final installment due June 2024.	\$ 108,127	\$ 120,899
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.	150,935	163,026
Note payable with the USDA requiring 360 monthly installments of \$292, including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	29,633	31,688
Note payable with the USDA requiring 360 monthly installments of \$74, including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	8,103	8,593
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	368,428	386,831
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. See Note 8 .	19,144	23,585
Note payable to a non-profit organization (related party), monthly principal payments of \$1,533. Final installment due October 2018. A portion of the note payable was forgiven by the non-profit organization during the year ended June 30, 2017. See Note 16 .	24,533	84,563

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.	13,934	16,832
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.	13,715	16,628
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	5,306	6,666
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.	14,207	-
Note payable with a bank requiring 18 monthly installments of \$4,518, including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final balloon payment due December 2017.	417,421	440,653
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 as of March 2017 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.	2,801,159	2,896,533
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600	1,617,600

Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years, final payment due in August 2047.

	<u>250,000</u>	<u>250,000</u>
	5,842,245	6,064,097
Less current portion due within one year	<u>(587,809)</u>	<u>(197,181)</u>
	<u>\$ 5,254,436</u>	<u>\$ 5,866,916</u>

The scheduled maturities of long term debt as of June 30, 2017 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2018	\$ 587,809
2019	151,765
2020	157,927
2021	446,827
2022	133,253
Thereafter	<u>4,364,664</u>
	<u>\$ 5,842,245</u>

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

NOTE 7. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2016, the Company 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, 2017 and 2016, consisted of the following:

	<u>2017</u>	<u>2016</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.	\$ 7,246	\$ 8,823
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.	4,570	5,651
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.	<u>4,911</u>	<u>-</u>
	16,727	14,474
Less current portion	<u>(4,057)</u>	<u>(2,718)</u>
	<u>\$ 12,670</u>	<u>\$ 11,756</u>

The scheduled maturities of capital lease obligations as of June 30, 2017 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2018	\$ 4,057
2019	4,445
2020	4,870
2021	<u>3,355</u>
	<u>\$ 16,727</u>

NOTE 8. DEMAND NOTE PAYABLE

The Organization has available a \$750,000 line of credit with TD Bank which is secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum, and totaled \$400,000 and \$600,000 at June 30, 2017 and 2016, respectively. 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. On June 30, 2017 and 2016, the outstanding debt totaled \$271,434 and \$263,867, respectively, which included accrued interest of \$14,916 and \$13,867, respectively. During the year ended June 30, 2017 there was an amendment to the original agreement. The Organization is not required to make payments of interest or principal prior to maturity. The unsecured revolving line of credit matures in November 2019.

NOTE 9. LEASES

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2017 and 2016, the annual rent expense for leased facilities was \$161,025 and \$158,499, respectively.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2017, are as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2018	\$ 136,428
2019	88,309
2020	43,441
2021	39,611
2022	<u>3,301</u>
	<u>\$ 311,090</u>

NOTE 10. 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 the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

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

NOTE 11. 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, 2017 and 2016, approximately \$12,220,000 (72%) and \$12,200,000 (72%), 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, 2017 and 2016 approximately 69% and 66%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

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

NOTE 12. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Temporary Municipal Funding	\$ 205,804	\$ 229,419
10 Bricks Shelter Funds	141,190	135,257
Restricted Buildings	94,239	99,313
FAP	87,991	-
Homeless Programs	36,856	43,277
NH Charitable Foundation Grant, Mt. Jasper	32,653	32,653
Loans - HSGP	24,261	-
AOD - IDN Capacity Fund	15,066	-
Service Link	12,123	19,135
FAP/EAP	11,735	12,167
Loans - HHARLF	10,884	-
USDA	7,252	-
L. CHIP – Brown Co. House	8,236	22,314
Donations to Mahoosuc Trail	6,842	6,842
RSVP Program Funds	3,675	13,637
Donations to Maple Fund	1,246	1,825
Julien Fund (AOD)	1,175	775
Head Start	973	875
Angellas Fund (AOD)	235	235
EAP	164	68,143
Loan Programs	-	37,427
Carroll County Transit Program	-	682
Coos County Transit Program	-	586
Senior Meals	-	53,381
	<u> </u>	<u> </u>
Total temporarily restricted net assets	<u>\$ 702,600</u>	<u>\$ 777,943</u>

NOTE 13. COMMITMENTS AND CONTINGENCIES

Grant Compliance

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

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

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

NOTE 14. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** and **Note 16** for terms of the note payables and related forgiveness of debt. Total notes payable to related parties for the years ended June 30, 2017 and 2016 was \$24,533 and \$84,563, respectively.

NOTE 15. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. During the year ended June 30, 2016, Cornerstone Housing North, Inc. was required to return to HUD the balance in the residual receipts account in excess of \$250 per unit. This resulted in a refund to HUD of \$1,184. This was recorded as a miscellaneous financial expense on the Statements of Activities during the year ended June 30, 2016.

NOTE 16. FORGIVENESS OF DEBT

During the year ended June 30, 2017, the Organization realized forgiveness of debt income in connection with a note payable to a non-profit organization. Forgiveness of debt income totaled \$25,912 for the year ended June 30, 2017.

NOTE 17. 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 November 10, 2017, the date the financial statements were available to be issued.

Effective October 1, 2017, the Organization is no longer responsible for the Alcohol & Other Drugs (AOD) program. The grants for the program have been transferred to North Country Health Consortium (NCHC), as they are taking over the program. Temporarily restricted net assets related to AOD as of June 30, 2017 will be either released for fiscal year 2018 operations or returned subsequent to the transfer of the program. Subsequent to year end, the Friendship House was sold to Affordable Housing Education and Development (AHEAD).

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2017

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
Head Start	93.600		01CH10000-02-00	\$ 1,265,383
Head Start	93.600		01CH10000-03-00	906,610
			TOTAL	<u>2,171,993</u>
Low-income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLIEA	166,774
Low-income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLIEA	4,200,295
Low-income Home Energy Assistance-HRRP	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLIEA	296,525
Low-income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-17B1NHLIEA	259,130
			TOTAL	<u>4,922,724</u>
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	15AANH3SP	8,046
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	17AANH3SP	1,622
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	81,392
			TOTAL	<u>91,060</u>
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500383	246,431
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	99,251
			CLUSTER TOTAL	<u>436,742</u>
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	670,856
TANF CLUSTER				
Temporary Assistance for Needy Families (NHFP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	13-DHHS-BWW-CSP-05	256,924
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	102-500731	24,855
			CLUSTER TOTAL	<u>281,779</u>
Preventative Health & Human Services Block Grant - Oral Health	93.758	State of New Hampshire Department of Health and Human Services	90072003	11,286
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	93.043	State of New Hampshire Department of Health and Human Services	102-500731	513
National Family Caregiver Support, Title III, Part E (Family Caregiver)	93.052	State of New Hampshire Department of Health and Human Services	570-500928	19,228
MEDICAID CLUSTER				
Medical Assistance Program (Options Counseling and I&R #7)	93.778	State of New Hampshire Department of Health and Human Services	550-500398	34,863
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	9,348
Social Services Block Grant	93.667	State of New Hampshire Department of Health and Human Services	544-500396	70,750
Social Services Block Grant (Title XX HD miles)	93.667	State of New Hampshire Department of Health and Human Services	541-500383	2,260
			TOTAL	<u>82,358</u>
Affordable Care Act - Aging and Disability Resource Center (Options Counseling)	93.517	State of New Hampshire Department of Health and Human Services	550-500398	2,197
State Health Insurance Assistance Program	93.324	State of New Hampshire Department of Health and Human Services	102-500731	3,373
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	93.048	State of New Hampshire Department of Health and Human Services	102-500731	10,217
Medicare Enrollment Assistance Program (MIPPA)	93.071	State of New Hampshire Department of Health and Human Services	102-500731	6,478
Preventative HHS Block Grant & Injury Prevention and Control Research	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	5,089
Block Grants for Prevention and Treatment of Substance Abuse	93.959	State of New Hampshire Division of Public Health Services	05-95-49-491510	259,231
Projects for Assistance in Transition from Homelessness (PATH)	93.150	State of New Hampshire Bureau of Homelessness and Housing	500731-102	79,832
Total U.S. Department of Health and Human Services				<u>\$ 8,998,759</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2017

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
<u>U.S. Department of Energy</u>				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Service	EE0006169	\$ 270,252
Total U.S. Department of Energy				\$ 270,252
<u>U.S. Corporation for National and Community Service</u>				
Retired and Senior Volunteer Program	94.002		16SRANH001	\$ 83,047
Total U.S. Corporation for National and Community Service				\$ 83,047
<u>U.S. Department of Agriculture</u>				
SNAP CLUSTER				
Supplemental Nutrition Assistance Program (food stamps)	10.551		NONE	\$ 2,428
FOOD DISTRIBUTION CLUSTER				
Emergency Food Assistance Program (Administration Costs)	10.568	BMCAP	81750000	4,600
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	128,905
Total U.S. Department of Agriculture				\$ 135,933
<u>U.S. Department of Homeland Security</u>				
Emergency Management Performance Grants (FEMA)	97.042			\$ 18,205
Total U.S. Department of Homeland Security				\$ 18,205
<u>U.S. Department of Justice</u>				
Grants to Encourage Arrest Program (GTEAP)	16.590	State of New Hampshire Coalition against Domestic and Sexual Violence	2014-WE-AX-0036	\$ 4,356
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	108,708
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2016-KF-AX-0019	14,214
Total U.S. Department of Justice				\$ 125,278
<u>U.S. Department of Transportation</u>				
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-16-X046	\$ 322,910
TRANSIT SERVICES PROGRAMS CLUSTER				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-65-X004	55,362
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)	20.513	State of New Hampshire Department of Transportation	NH-16-X043	16,841
			CLUSTER TOTAL	72,203
Total U.S. Department of Transportation				\$ 395,113
<u>U.S. Department of Housing and Urban Development</u>				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	\$ 31,317
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0096L1T001500	130,822
Community Development Block Grant States Program & Non-Entitlement Grants in Hawaii	14.228	Grafton County (NH Community Development Finance Authority)	16-405-CDPF	25,000
Total U.S. Department of Housing and Urban Development				\$ 187,139

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2017

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
<u>U.S. Department of Labor</u>				
<u>WIA/WIOA CLUSTER</u>				
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2015-0004	\$ 86,005
WIA/WIOA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.	2015-0004	<u>50,187</u>
Total U.S. Department of Labor:			CLUSTER TOTAL	<u>\$ 136,192</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS				<u>\$ 10,349,918</u>

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, 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 November 10, 2017.

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

November 10, 2017
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, 2017. 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, 2017.

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*

November 10, 2017
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2017**

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(a) are reported in this Schedule.
7. The programs tested as major programs included:
 - U.S. Dept. of Health & Human Services, LIHEAP – CFDA #93.568
 - U.S. Dept. of Health & Human Services, Aging Cluster – CFDA #93.044, 93.045 and 93.053
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