STATE OF NEW HAMPSI

OFFICE OF STRATEGIC INITIATIVES 107 Pleasant Street, Johnson Hall Concord, NH 03301-3834

DIVISION OF PLANNING DIVISION OF ENERGY

www.nh.gov/osi

10030'20 PM 4:04 RCUD



Telephone: (603) 271-2155 Fax: (603) 271-2615

November 30, 2020

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

REQUESTED ACTION

The Office of Strategic Initiatives (OSI) respectfully requests authorization to enter into a SOLE SOURCE contract with Tri-County Community Action Program, Inc. (VC #177195), Berlin, NH, in the amount of \$14,858.00 for the Senior Energy Assistance Services (SEAS) Program, effective upon Governor and Executive Council approval through September 30, 2022. 100% Other Funds (NH DHHS).

Funding is available in the account 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 FY 2021, FY 2022, and FY 2023 is contingent upon continuing appropriation and availability of funds.

	<u>FY 2021</u>	FY 2022	<u>FY 202</u> 3
Office of Strategic Initiatives, Fuel Assistance 01-02-02-024010-77050000 074-500587 Grants for Pub Assist & Relief	\$5,572.00	\$7,429.00	\$1,857.00

EXPLANATION

This contract is SOLE SOURCE based on the historical performance of the Community Action Agencies with the New Hampshire Fuel Assistance Program. The Senior Energy Assistance Services (SEAS) Program makes home energy more affordable for households with members who are sixty years of age or older, who are experiencing a home energy hardship, and who are not eligible for the New Hampshire Fuel Assistance Program (LIHEAP) under the current income limits. The Community Action Agencies determine eligibility for the Fuel Assistance Program and are able to efficiently distribute these funds to households in need that are not eligible for that program.

A federal grant under the Older Americans Act funds (Title IIIB) awarded to the New Hampshire Department of Health and Human Services (NH DHHS) Division of Elderly and Adult Services provides funding for the Senior Energy Assistance Services Program. A Memorandum of Understanding for this program was previously approved by the Governor and Executive Council on February 20, 2019, Item #43.

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

Respectfully submitted,

Chicoine

C/EPS

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

G&C 12/16/2020

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.						
1.1 State Agency Name		1.2 State Agency Address				
Office of Strategic Initiatives		107 Pleasant Street, Johnso	n Hall			
		Concord, New Hampshire				
1						
1.3 Contractor Name		1.4 Contractor Address				
Tri-County Community Action	Program, Inc.	30 Exchange Street, Berlin,	NH 03570			
			,			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number	01-02-02-024010-77050000-	September 30, 2022 \$14,858.00				
(603) 752-7001	074-500587	50piciniou 50, 2022	314,030.00			
(003) 732-7001	074-300367					
	02SEAS21/22/23					
1.9 Contracting Officer for Str		1.10 State Agency Telepho	ne Number			
Eileen Smiglowski, Fuel Assist	ance Program Administrator	(603) 271-2155				
		<u> </u>				
1.11 Contractor Signature	٨	1.12 Name and Title of Co	entractor Signatory			
\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	H	Jeanne Robillard, Chief Exe	ecutive Officer			
- WALLAND	Date: 11 12 30					
	VQ 199					
1.13 State Agency Signature		1.14 Name and Title of St	ate Agency Signatory			
	Date: // //a/20	ACI.				
yana.	Date: ////6/20	Jared Chico	ine Director			
1.1% Approval by the N.H. De	partment of Administration, Divis	sion of Personnel (if applicabl	(e) /			
'// ''	•	13 12	•			
// By:		Director, On:				
		,				
1.16 Approval by the Attorney	General (Form, Substance and E	xecution) (if applicable),	····			
	\mathcal{M}		_			
By:	16.00	On: 1/25/201	⁷ 0			
MIN	yu i	11/29/00				
1.17 Approval by the Governo	or and Executive Council (if appli	icable)				
	(3.42)	•				
G&C Item number:		G&C Meeting Date:				

Contractor Initials

Date 11 113 30

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. 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.

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8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

- 12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
- 13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date 11 | 12 | 20

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

14. INSURANCE.

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

15. WORKERS' COMPENSATION.

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

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

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Contractor Initials

Date 11/10/00

EXHIBIT A

SPECIAL PROVISIONS

- 1. Subparagraph 1.15 of the General Provisions, shall not apply to this agreement.
- 2. On or before the date set forth in Block 1.7 of the General Provisions, the Contractor shall deliver to the State an independent audit of the Contractor's entire agency by a qualified independent auditor in good standing with the state and federal government.
- 3. This audit shall be conducted in accordance with the audit requirements of Office of Strategic Initiatives (OSI) Circular 2 CFR 200, Subject F - Audit Requirements.
- 4. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.
- 5. The audit report shall include a schedule of prior years' questioned costs along with an agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to OSI. The audit shall be forwarded to OSI within one month of the time of receipt by the agency, accompanied by an action plan for each finding or questioned cost.
- 6. Delete the following from paragraph 9.2 of the General Provisions: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit B."
- 7. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.
- 8. Program and financial records pertaining to this contract shall be retained by the agency for 3 (three) years from the date of submission of the final expenditure report per 2 CFR 200.333 0 Retention Requirements for Records and until all audit findings have been resolved.
- 9. The following paragraph shall be added to the general provisions:
 - "25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of these funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."
- 10. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7).

TCCA SEAS21 Grant: 18AANHT3SS CFDA: 93.044

EXHIBIT A-1

REVISIONS TO STANDARD CONTRACT LANGUAGE

- 31. Revisions to Form P-37, General Provisions
 - 1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:
 - 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit B, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

- 1.2. Section 9, Termination, is amended by adding the following language:
 - 9.3 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 9.4 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 9.5 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested
 - ; 9.6 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 9.7 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

TCCA SEAS21 Grant: 18AANHT3SS CFDA: 93.044

Contractor Initials Date 11 113 20

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2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

TCCA SEAS21 Grant: 18AANHT3SS CFDA: 93.044 Exhibits A, A-1, B & C
Contractor Initials
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EXHIBIT B

SCOPE OF SERVICES

The Contractor agrees to provide Senior Energy Assistance Services to qualified low-income individuals, and agrees to perform all such services and other work necessary to operate the program in accordance with the principles and objectives set forth in the Fuel Assistance Program Procedures Manual and other guidance as determined by The Office of Strategic Initiatives (OSI).

Senior Energy Assistance Services (SEAS) will be defined to include the following categories:

- 1. Outreach, eligibility determination, and certification of SEAS applicants.
- 2. Payments directly to energy vendors:
 - a. Reimbursement for goods and services delivered.
- 3. Emergency Assistance in the form of reimbursement for goods or services.

TCCA SEAS21 Grant: 18AANHT3SS CFDA: 93.044 Exhibits A, A-1, B & C Contractor Initials Date 11 112 340 Page 4 of 5

EXHIBIT C

PAYMENT TERMS

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of \$14,858.00 (which hereinafter is referred to as the "funds").

The following funds will be authorized:

\$14,858.00 for Senior Energy Assistance Services (SEAS)

The dates for this contract are upon Governor and Executive Council approval through September 30, 2022.

Approval to obligate the above-awarded funds will be provided in writing by the Office of Strategic Initiatives to the Contractor. Reimbursements will be made to the Contractor only after written documentation of cash need is submitted to the State. Disbursement of these funds shall be in accordance with procedures established by the State.

TCCA SEAS21 Grant: 18AANHT3SS CFDA: 93.044 Exhibits A, A-1, B & C Contractor Initials Date 11/12/20 Page 5 of 5

STANDARD EXHIBIT D

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

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

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

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

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

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

Contractor Initials:

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

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

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

60 Exchange Street
Berlin, NH 03570

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

Tri-County Community Action Program, Inc. December 16, 2020 to Sept. 30, 2022

Contractor Name Period Covered by this Certification

Jeanne Robillard, Chief Executive Officer

Name and Title of Authorized Contractor Representative

P37 Exhibits D thru II Grant 18AANHT3SS CFDA#93.044

Contractor's Representative Signature

Contractor Initials:

Date: 11 12 30

Page 2 of 7

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

SEAS				

December 16, 2020 to September 30, 2022

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

Programs (indicate applicable program covered):

Contract Period:

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

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

XUMAN)	Chief Executive Officer
Contractor's Representative Signature	Contractor's Representative Title
Tri-County Community Action Program, Inc.	11 19/1 90
Contractor Name	Date

Contractor Initials:

Date: 11 13 30

P37 Exhibits D thru H Grant 18AANHT3SS CFDA#93.044

Page 3 of 7

STANDARD EXHIBIT F

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

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

Instructions for Certification

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

Contractor Initials:

Date: 11 12 20

P37 Exhibits D thru H Grant 18AANHT3SS CFDA#93.044

Page 4 of 7

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

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

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

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

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

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

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

Vilotal	Chief Executive Officer
Contractor Representative Signature	Contractor's Representative Title
Tri-County Community Action Program, Inc.	11 113130
Contractor Name	Date

P37 Exhibits D thru H Grant 18AANHT3SS CFDA#93.044 Page 5 of 7

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Midded	Chief Executive Officer	
Contractor's Representative Signature	Contractor's Representative Title	
Tri-County Community Action Program, Inc.	11 lia / 20	
Contractor Name	Date	

P37 Exhibits D thru H Grant 18AANHT3SS CFDA#93.044 Contractor Initials: _C

Page 6 of 7

STANDARD EXHIBIT H

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

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

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

Rhilled	Chief Executive Officer
Contractor's Representative Signature	Contractor's Representative Title
Tri-County Community Action Program, Inc.	11 112/2
Contractor Name	Date

Contractor Initials:

P37 Exhibits D thru H Grant 18AANHT3SS CFDA#93.044

Page 7 of 7

SEAS Approval to Obligate	Example Only				Exhibit I
Date		_			
	ADMIN.	FA PROGRAM	SEAS	ASSUR 16	TOTAL
CONTRACTED BUDGET	553,035.00	9,576,150.00	5,250.00	500,001.00	10,634,436.00
EXPECTED BUDGET	553,035.00	7,422,150.00	5,250.00	500,001.00	8,480,436.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	553,035.00	7,422,150.00	5,250.00	500,001.00	8,480,436.00
TOTAL AVAILABLE TO OBLIGATE	553,035.00	7,422,150.00	5,250.00 0.00	500,001.00 0.00	8,480,436.00 2,154,000.00
NOT AUTHORIZED TO OBLIGATE	0.00	2,154,000.00	0.00	0.00	2,134,000.00
BMCA					
Date					
	ADMIN.	FA PROGRAM	SEAS	ASSUR 16	TOTAL
CONTRACTED BUDGET	81,401.00	1,412,466.00	1,000.00	75,618.00	1,570,485.00
EXPECTED BUDGET	81,401.00	1,092,466.00	1,000.00	75,618.00	1,250,485.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	81,401.00	1,092,466.00	1,000.00	75,618.00	1,250,485.00
TOTAL AVAILABLE TO OBLIGATE	81,401.00	1,092,466.00	1,000.00	75,618.00	1,250,485.00
NOT AUTHORIZED TO OBLIGATE	0.00	320,000.00	0.00	0.00	320,000.00
SNHS					
Date					
	ADMIN,	FA PROGRAM	SEAS	ASSUR 16	TOTAL
CONTRACTED BUDGET	135,549.00	2,179,169.00	1,000.00	122,070.00	2,437,788.00
EXPECTED BUDGET	135,549.00	1,819,169.00	1,000.00	122,070.00	2,077,788.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	135,549.00	1,819,169.00	1,000.00	122,070.00	2,077,788.00
TOTAL AVAILABLE TO OBLIGATE	135,549.00	1,819,169.00	1,000.00	122,070.00	2,077,788.00
NOT AUTHORIZED TO OBLIGATE	0.00	360,000.00	0.00	0.00	360,000.00
CMCC					
SWCS					
Date	ADMIN.	FA PROGRAM	SEAS	ASSUR 16	TOTAL
CONTRACTED BUDGET	70,689.00	1,248,699.00	750.00	63,621.00	1,383,759.00
EXPECTED BUDGET	70,689.00	948,699.00	750.00	63,621.00	1,083,759.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	70,689.00	948,699.00	750.00	63,621.00	1,083,759.00
TOTAL AVAILABLE TO OBLIGATE	70,689.00	948.699.00	750.00	63,621.00	1,083,759.00
NOT AUTHORIZED TO OBLIGATE	0.00	300,000.00	0.00	0.00	300,000.00
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SCCA					
Date					
	ADMIN.	FA PROGRAM	SEAS	ASSUR 16	TOTAL
CONTRACTED BUDGET	55,182.00	1,085,582.00	750.00	48,635.00	1,190,149.00
EXPECTED BUDGET	55,182.00	740,582.00	750.00	48,635.00	845,149.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	55,182.00	740,582.00	750.00	48,635.00	845,149.00
TOTAL AVAILABLE TO OBLIGATE	55,182.00	740,582.00	750.00	48,635.00	845,149.00
NOT AUTHORIZED TO OBLIGATE	0.00	345,000.00	0.00	0.00	345,000.00
TCCA					
Date					
	ADMIN.	FA PROGRAM	SEAS	ASSUR 16	TOTAL
CONTRACTED BUDGET	131,191.00	2,247,683.00	1,000.00	113,613.00	2,493,487.00
EXPECTED BUDGET	131,191.00	1,760,683.00	1,000.00	113,613.00	2,006,487.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	131,191.00	1,760,683.00	1,000.00	113,613.00	2,006,487.00
TOTAL AVAILABLE TO OBLIGATE	131,191.00	1,760,683.00	1,000.00	113,613.00	2,006,487.00
NOT AUTHORIZED TO OBLIGATE	0.00	487,000.00	0.00	0.00	487,000.00
					- \ V

P37 Exhibit I Grant: 18AANHT3SS CFDA: 93.044

Contractor Initials:

Data: 11 12 20

Page 1 of 1

STANDARD EXHIBIT J

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

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

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Man Die	Jeanne Robillard, CEO
(Contractor SRepresentative Signature)	(Authorized Contractor's Representative Name & Title)
Tri-County Community Action Program, Inc.	1112/20
(Contractor Name)	(Date)

P37 Exhibit J Grant: 18AANHT3SS CFDA: 93.044

Contractor Initials:

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entit073975708	
receive (1) 80 percent or more of your grants, sub-grants, and/or cooperation	's preceding completed fiscal year, did your business or organization our annual gross revenue in U.S. federal contracts, subcontracts, loans ve agreements; and (2) \$25,000,000 or more in annual gross revenues tracts, loans, grants, subgrants, and/or cooperative agreements?
<u>X</u> NO	YES
If th	e answer to #2 above is NO, stop here.
If the answer t	to #2 above is YES, please answer the following:
or organization through periodic rep	formation about the compensation of the executives in your business ports filed under section 13(a) or 15(d) of the Securities Exchange Acron section 6104 of the Internal Revenue Code of 1986?
NO	YES
If the	e answer to #3 above is YES, stop here.
If the answer	to #3 above is NO, please answer the following:
4. The names and compensation of organization are as follows:	the five most highly compensated officers in your business or
Name:	Amount:

P37 Exhibit J Grant: 18AANHT3SS CFDA: 93.044 Page 2 of 2

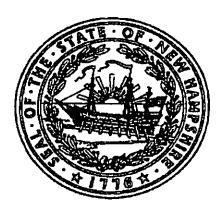
State of New Hampshire Department of State

CERTIFICATE

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

Business ID: 63020

Certificate Number: 0004969574



IN TESTIMONY WHEREOF,

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

William M. Gardner

Secretary of State

CERTIFICATE	CERTIFICATE OFAUTHORITY					
(Namo)						
Tri-County Community Action Program, Inc. (Hereinal hereby certify that:	ter the "Corporation"), a New Hampshire corporation,					
and have custody and am familiar with the minute books certificates with respect to the contents of such books; (4)	s of the Corporation; (3) I am duly authorized to issue 4) that the Board of Directors of the Corporation have					
The person(s) holding the below listed position(s) are au Corporation any contract or other instrument for the sale	thorized to execute and deliver on behalf of the of products and services:					
Jeanne Robillard (Nume)	Chief Executive Officer (Position)					
Randall Pilotte (Name)	Chief Financial Officer (Position)					
	d authorization has not been modified, amended or					
person(s) listed above currently occupy the position	mity Action Program, Inc. (Hereinafter the "Corporation"), a New Hampshire corporation, included and acting Board Chair/Vice President/Clerk/Secretary of the Corporation; (2) I maintain and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue spect to the contents of such books; (4) that the Board of Directors of the Corporation have 1/29/2020, such authority to be in force and effect until September 30, 2022. (Contract termination date) ting the below listed position(s) are authorized to execute and deliver on behalf of the contract or other instrument for the sale of products and services: billard					
I HAVE HEREUNTO set my hand as the Board Cl	hair/Vice President/Clerk/Secretary of the corporation					
this 12 day of November 2020	Docustomed by:					

Board Chair/Vice President/Clerk/Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (NIMODAYYYY) 08/25/2020

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t	is certificate does not confer rights to	the c	erial	cate holder in lieu of such	CONTA		ughnessy			
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	/Cross Insurance				HASA P	h-hausha	essy@crosseg	(A/C, No):	()	
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A	OWNED SCHEDULED AUTOS	{		PHPK2003523		07/01/2020	07/01/2021	BOOKY MUURY (Per accident)	6	
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A	X EXCESSIONS CLAMS-MOE		ļ	PHUB683002		07/01/2020	07/01/2021	AGGREGATE	\$ 2,00	0,000
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_	(Presentation (In NH)		ļ					E.L. DISEASE - EA EMPLOYEE	•	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		<u> </u>					EL DISEASE - POLICY LIMIT	s 1.00	
	Professional Liability		}					Each Occurrence		00,000
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	107 Pleasant Street				ļ					
	Johnson Hall				AUTHO	RIZED REPRESE				I
	Concord			NH 03301		مار	15Ph	a deongia	S	İ

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

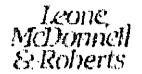
CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORTS

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

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

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

CERTIFIED PUBLIC ACCIONTANTS MOLFEBORO • NORTH CANNOY DUAER • CONCORD STRAILIAN

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, the related consolidated statements of cash flows and functional expenses for the years then ended, the related consolidated statement of activities for the year ended June 30, 2019 and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the 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, 2019 and 2018, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

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

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expanditures 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

Leone McDonnell & Lohner

In accordance with Government Auditing Standards, we have also Issued our report dated October 21, 2019, on our consideration of Tri-County Community Action Program, Inc.'s Internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of Internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

October 21, 2019

North Conway, New Hampshire

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILLIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION JUNE 30, 2019 AND 2018

ASSET8

	CAR PERSON		
DUDDENT A CORTO		<u>2019</u>	<u> 2018</u>
CURRENT ASSETS			
Cash and cash equivalents		\$ 1,400,760	\$ 1,329,038
Restricted cash		589,963	380,902
Accounts receivable		1,274,083	1,156,657
Property held for sale		47,000	
Pledges receivable		231,161	212,207
Inventories		85,886	87,569
Prepaid expenses		34.037	25,640
Total current assets		3,656,880	3,192,013
PROPERTY			
Property and equipment		12,086,152	12,812,689
Less accumulated depreciation		(5,178,535)	(5,203,324)
Property, net		6,907,617	7,609,365
OTHER ASSETS			
Restricted cash		416,880	325,553
TOTAL ASSETS		£ 10,983,433	5-19,127,241
	LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES			
Demand note payable	•	2	\$ 516,022
Current portion of long term debt		148.449	142,733
Current portion of capital lease obl	ligations	4,870	4,445
Accounts payable	inge not to	221,571	237,276
Accrued compensated absences		204,079	203,121
Accrued salaries		210,952	187,508
Accrued expenses		89,524	131,888
Refundable advances		197,157	191,069
Other liabilities		598,195	387,168
Color poolitios		380,183	307,100
Total current liabilities		1,674,707	2,001,230
LONG TERM DEBT			
Long term debt, net of current port	ion	5,227,835	5,373,937
Capital lease obligations, net of cu		3,355	8,226
Total liabilities		0.005.007	3.000.000
Total Revieucs		6,905,987	7,383,393
NET ASSETS			
Without donor restrictions		3,399,192	2,926,057
With donor restrictions		678,254	817,791
Total net assets		4:077;448	3,743,848
TOTAL LIABILITIES AND	NET ASSETS	\$ 10,983,433	\$ 11,127,241
		4 10,000,700	V 11,161,671

TRUEBURTY COMMUNITY ACTION PROGRAM-HIC, AND AFFILIATE

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

	Without Donor Restrictions			2018 <u>Total</u>
REVENUES AND OTHER SUPPORT			\$ 14,475,114	\$ 14,309,088
Grant and contracts	\$ 14,074,008	\$ 401,108	1,187,509	1,269,037
Progrem funding	1,187,509			1,079,361
Utility programs	1,287,103	•	1,287,103	351.187
In-kind contributions	477,167		477,187	
Contributions	230,986	4	230,986	395,225
Fundralking	39,303	•	39,303	59,538
Rental Income	825,046		825,048	579,112
Interest Income	543		643	348
(Loss) gain on disposal of property	(32,892)	•	(32,892)	48,487
Loss on write down of property held for sale	(255,492)		(255,492)	
Other revenue	196,354		198,364	111,040
Total revenues and other support	17,809,745	401,106	18,210,851	18,253,317
NET ASSETS RELEASED FROM RESTRICTIONS	549,847	1940,853)	** *	**
Total revenues, other support, and	,			
net assets released from restrictions	18,550,350	(139,537)	18,210,851	18,263,317
FUNCTIONAL EXPENSES Program Services:				
Agency Fund	950,639		950,639	922,701
Head Stari	2,451,298		2,451,298	2,481,916
. Guardanshio	787,241	•	787,241	780,009
Transportation	916,089		916,089	879,729
Volunteer	118,408		118,408	122,941
Workforce Development	354,263		354,263	384,252
Alcohol and Other Cruds			•	444,581
Carrol County Dental	747,474		747,474	642,637
Support Center	391,650		391,650	276,172
Homeless	714,088		714,066	577,783
Energy and Community Development	7.788,560		7,788,560	7,480,943
Elder	1,462,613		1,462,613	1,142,816
Housing Services	172,652		172,852	176,511
Lighting delatives				
Total program services	16,835,151		16,835,161	16,302,993
Supporting Activities:				
General and administrative	1,032,207	•	1,032,207	1,102,448
Fundralsing	9,896		9,895	6,023
(parasis managed)				
Total supporting activities	1,042,102		1,042,102	1,110,471
Total functional expenses	17,877,253		17,877,253	17,413,484
CHANGE IN NET ASSETS	473.135	(139,637)	333,598	849,853
HET ASSETS, BEGINNING OF YEAR	5 mk/053	الار زارا	3,743,845	1.002 10%
NET ASSETS, END OF YEAR	1 3 33 V. V. W.	675,254	OPA (50).	s Dieter

TRICOUNTY COMMUNITY ACTIVE PROPERTY HIC AND AFFILIATE

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

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES	\$ 333,598	\$ 849,853
Change in net essets	3 333,390	a 049,000
Adjustments to reconcile change in net assets to		
not cash provided by operating activities:	447,589	483,483
Depreciation	32,892	
Loss (gain) on disposal of property	255,492	(48,487)
Loss on write down of property held for sale	200,482	
(Increase) decrease in essets:	(117,425)	170,337
Accounts receivable	(18,954)	(6,403)
Pladges receivable	1,683	(21,928)
Inventories	(8, 3 97)	19.705
Prepaid expenses	(298,134)	235.922
Restricted cash	(200,154)	200,822
Increase (decrease) in flabilities:	(15,705)	(281,171)
Accounts payable	(15,705)	(39,424)
Accrued compensated absonces	23,444	
Accrued salaries	(42,384)	{9,374} 24,261
Accrued expenses	(42,304) 6,088	(6,479)
Refundable advances		
Other liabilities	211,027	(258,143)
NET CASH PROVIDED BY OPERATING ACTIVITIES	813.071	11,082,187
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	14263	278,972
Purchases of property and equipment	<u> (65.55%)</u>	(141,335)
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	(81,205)	137,837
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayment on demand note payable	(516,022)	(90,412)
Repayment of long-term debt	(140,386)	(311,983)
Repayment of capital lease obligations	(4,448)	(4,056)
NET CASH USED IN FINANCING ACTIVITIES	(660,854)	[400(बी)]
NET INCREASE IN CASH AND CASH EQUIVALENTS	71,712	823,338
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	1,329,610	605,700
CASH AND CABH EQUIVALENTS, END OF YEAR	4 7,400,250.	\$ 1,329,038
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: Cash paid during the year for:		
Inkrest	支 100月年	₫ 187,664
MINITODI	<u>₹ 182/17±</u>	₹ [71+,11)**
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING		
AND FINANCING ACTIVITIES:		
Property donated). 	<u>\$ 18,000</u>

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CONSOLIDATED STATEMENT OF FUNCTIONA

	Ħ	ancel in it		l min I		Total	-	eneral & Vinistrative	Es	nd mising		Loisi
Direct Expenses	_		_	_					_		_	4 050 780
Payroli	5	199,241	b	336 ⁵ . 1	\$	5,452,305	5	598,457	S		\$	6.058.762
Peyroll taxes and benefits		49.259		3 .		1,413,250		163,274				1,576,524
Assistance to clients		22,359				5,788,314						6,788,914
Consumable supplies		3,405		¹ 978		846,305		11,436				857,741
Space costs and rentals		7,628		1 _		523,719		68,566				59 0,287
Depreciation expense		169,653		- 1 mg		447,559		3,157				450,826
tn-kind expended				•		477,187						477,167
Consultants and confractors		20,400				222.318		15,029				238.347
Littlides		168,297		4.81.8		376,636		8,708				334,344
Travel and meetings		11,024		347		297,607		20,789				318.396
Other direct program costs		2,535				157,596		9,225		9,895		176,816
Fiscal and editinistrative		16,817		934 733		103.147		94,740				197,687
Building and grounds maintenance		93,986		514		179,346		30				179,376
interes) expense		117,685		***		152.966		953				153,918
Vehicle expense		2.747				199.965						199,965
Insurance		55,671		≩16		89,016		33,277 -				119,788
Maintenance of equipment and rental		582		331		83,909		12.047				96,556
Fixed fees	_	8,265		33,		13,817		£77				14,238
					_							
Total Direct Expenses		950 639		2.44,52		16,835,151		1,032,207		9.895		17,877,253
Indirect Expenses												
indirect costs		 .		•		14.17.49	بد ج	اجلصت		•		
Total Direct & Indirect expenses	•	* 4 4 7	I.	ing	Ŧ.	. * 31,724	•		٦.	hc'.	4	<u>. 1.4114.</u>

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

P1 - 4 5	Agency Fund	Head Star	<u>Yotal</u>	General &	Puradialisting	Intel
Direct Expenses				••••		
Payroti	5 99.75	.,,.,	5 5,214,049	\$ 670,692	5	\$ 5,884,641
Payroll tixes and benefits	23,311		1,260.319	164,414		1,424,733
Assistance to clients	74,17		5,536,546			5.538,546
Consumuble supplies	1,72	4 32	949,850	11,219		961,069
Space costs and remain	21.013		578,542	72,385		650,927
Depreciation expense	324,623	7.5	453,483	•		483,483
In-kind expended	12,500	208.0:	351,168			351,188
Consultants and contractors	15,615		315 842	15,662		331,504
Littines	, 135,551	32	325,659	3,559		330,248
Travel and mestings	1,093	50.2 ₁₅	218,787	9,470		288,257
Other direct program costs	44,833		192 849	28,234	e.cm	229,106
Fiscal and administrative	` 243	28.3 ₃₀	94,549	108,359	411-4	200,908
Building and grounds maintenance	62,822	62,5 ₅₀	195,381	180		198,561
Interest expense	127,777	3×~_	183,401	1,241		184,642
Vahicle expense	4,252	f _	164,961	•,• · ·		184,961
Insurance	65,654	14.0%	154,315	5,085		159,400
Maintenance of equipment and rental		4 ∄ 11 ³⁶	127,333	14.018		153,351
Fixed less		1	4,312	פוערו		4 3171
Tatal Olares Burnana	4.041.024	7.45.6			-	
Total Direct Expenses	1,015,074	2,481.911	16,395,306	1,102,448	6.023	17.505,837
Indirect Expenses						
Indirect costs	186,950	248.0	1,102,448	(1,102.448)		
Capitalized Expenses						
Less capitalization of assets	, mean	ì	<u>34.213</u> +			dies
Total Direct & Indirect expenses	i coltai	<u> </u>	1 114541	Y	1	1_1=1=1=1=1=1

TRECOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

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

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Comerstone 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. Comerstone 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:

<u>Agency</u>

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

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

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

Head Start

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

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

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

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain Injury, and the elderly suffering from Alzhelmer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves 414 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 394 volunteers, ages 55 and older, of which 287 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 46,764 hours yearly.

Workforce Development

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

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

Alcohol & Other Drugs (AOD)

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

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

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

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1.000 children in 9 schools in the vicinity of the Center.

Support Center

The Organization's Support Center at 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 (HUD), and a significant portion of their rental income is received from HUD.

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

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

Method of accounting

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

Basis of presentation

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

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

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

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

Contributions

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

Accounts Receivable

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

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs 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

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

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$197,157 and \$191,069 as of June 30, 2019 and 2018, respectively.

Nonprofit tax status

The Organization is a not-for-profit Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files Information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed. The Organization is no longer subject to examinations by tax authorities for years prior to 2015.

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

Due to changes in the tax law in the 2017 Tax Cuts and Jobs Act, the Organization is subject to file an Unrelated Business Income Tax Return for unallowed expenses for the year ended June 30, 2019. These expenses fall under the qualified taxable fringe benefits. The total tax due for the year ended June 30, 2019 is approximately \$8,900.

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

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2019 and 2018, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

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

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

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

Use of estimates

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

Fair Value of Financial Instruments

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

Functional allocation of expenses

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

<u>Program salaries and related expenses</u> 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.

<u>Workers Compensation expenses</u> 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.

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

<u>Fringe Benefits</u> 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.

<u>Depreciation expense</u> 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. Bulldings 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 pald leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2018, received provisional approval and is effective, until amended, at a rate of 12.50%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2018 was 11.45%. The actual rate for the year ended June 30, 2019 was approximately 10.44%, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to Inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2019 and 2018 was \$11,698 and \$18,616, respectively.

Debt Issuance Costs

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

New Accounting Pronouncement

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

NOTE 2. LIQUIDITY AND AVAILABILITY

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

	<u> 2019</u>	2018
Financial assets at year-end: Cash and cash equivalents, undesignated Accounts receivable Pledges receivable	\$ 1,400,750 / 1,274,083 231,161	\$ 1,329,038 1,156,657 212,207
Total financial assets	2,905,994	2,697,902
Less amounts not available to be used within one year. Net assets with donor restrictions	678,254	817,791
Less net assets with time restrictions to be met in less than a year	(348,631)	(540,643)
Amounts not available within one year	329,623	277,148
Financial assets available to meet general expenditures over the next twelve months	\$ 2.578.371	\$ 2.420.754

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$2,786,000 and \$2,729,000 respectively, at June 30, 2019 and 2018.

NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2019 and 2018, the balances in interest and non-interest-bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2019 and 2018, there was approximately \$1,750,000 and \$1,200,000, of deposits held in excess of the FDIC limit, respectively. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7**. It is required to maintain a balance of \$19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2019 and 2018 was \$20,010 and \$19,980, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2019 and 2018. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in Note 7). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2019 and 2018 was \$176,298 and \$176,570, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2019 and 2018 was \$582,116 and \$378,605, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2019 and 2018 was \$582,118 and \$378,605, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

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

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2019 and 2018 was \$179,277 and \$131,610, respectively. See Note 15.

NOTE 4. INVENTORY

In 2019 and 2018, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2019 and 2018, consists of weatherization materials totaling \$85,886 and \$87,569, respectively.

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

NOTE 5. ACCRUED EARNED TIME

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

NOTE 6. PROPERTY

Property consists of the following at June 30, 2019:

	Capitalized <u>Cost</u>	Accumulated Depreciation	Net Book Value
Building	\$ 9,709,749	\$ 3,469,618	\$ 6;240,131
Equipment	1,950,063	1,708,917	241,146
Construction			
in progress	2,500		2,500
Land	423,840		423,840
	\$12,006,152	\$ 5.178 535	\$6,807,617

Property consists of the following at June 30, 2018:

	Capitalized <u>Cost</u>	Accumulated Depreciation	Net Book Value
Building	\$10,003,944	\$ 3,448,411	\$ 6,555,533
Equipment	2,384,905	1,754,913	629,992
Land	423,840	*	423,840
	\$12.612.889	\$ 5.203.324	\$ 7,609,305

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

Depreciation expense for the years ended June 30, 2019 and 2018 totaled \$447,669 and \$463,483, respectively.

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

NOTE 7. LONG TERM DEBT
The long term debt of the Organization as of June 30, 2019 and 2018 consisted of the following:

Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final	<u>2019</u>	<u>2018</u>
installment due January 2027.	124,867	\$ 138,225
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 4.69% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	328,896	349,131
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016. Final installment due April 2021.	9,618	14,500
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	7,642	10,874
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	7,385	10,637
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	2,331	3,863

Note payable to a financing company requiring 72 monthly installments of \$248, including interest at 6.10% per annum. Secured by the Organization's vehicle. Final installment due February 2023.	9,739	12,041
Note payable with a bank requiring 80 monthly installments of \$2,512, including interest at 5.51% per annum. Secured by second mortgage on commercial property. Final balloon payment is due in March 2023.	395,429	403,244
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,634,595	2,719,260
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,817,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to Interest or principal amortization. Payments are deferred for 40 years, final payment due in August 2047.	250,000	250,000
Total long term debt before unamortized debt issuance costs Unamortized deferred financing costs	5,388,102 (11,818)	5,529,375 (12,705)
Total long term debt Less current portion due within one year	5,376,284 (148,449)	5,516,670 (142,733)
	\$ 6,227,835	\$ 5,373.937

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

Years ending June 30		Amount
2020	\$	148,449
2021		437,624
2022		123,156
2023		485,481
2024		118,295
Thereafter		<u>4,075,097</u>
	· 5 .	5:388:102

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

NOTE 8. CAPITAL LEASE OBLIGATIONS

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

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

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

Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease is secured by a copier and will mature in May 2021. 2,673 3,842

Less current portion (4,870) (4,445)

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

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

NOTE 9. DEMAND NOTE PAYABLE

The Organization has available a \$750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum, and totaled \$316,000 at June 30, 2018. There was no balance outstanding at June 30, 2019. The line is subject to renewal each January.

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

NOTE 10. OPERATING LEASES

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2019 and 2018, the annual rent expense for leased facilities totaled \$181,127 and \$165,227, respectively.

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

Years ending <u>June 30</u>	Amount	
2020	\$	147,778
2021		65,003
2022	_	3,301
	\$_	210,082

NOTE 11. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in Note 1. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of 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 12. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2019 and 2018, approximately \$13,951,828 (77%) and \$13,773,803 (75%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Comerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2019 and 2018, approximately 69% of the 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 13. NET ASSETS WITH DONOR RESTRICTIONS

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

		<u>2019</u>		<u>2018</u>
Temporary Municipal Funding	\$	231,161	\$	212,207
10 Bricks Shelter Funds		142,190		142,190
FAP		117,470		136,614
Restricted Buildings		87,541		190,049
Support Center		25,939		•
Weatherization		25,000		
Loans - HSGP		19,907		21,454
FAP/EAP		11,290		23,249
RSVP Program Funds		7,056		5,021
Senior Meals		5,130		•
Head Start		3,999		4,172
Donations to Maple Fund		1,571		1,586
Homeless Programs		-		27,680
USDA				10,332
Loans - HHARLF		-		6,967
IDN Capacity Fund		•-		32,194
Community Needs Assessment			_	4,076
Total net assets with donor restrictions	\$.	975.254	5	B17.781

NOTE 14. COMMITMENTS AND CONTINGENCIES

Grant Compliance

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

Environmental Contingencies

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

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

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

Loss Contingencies

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

NOTE 15. REPLACEMENT RSERVE AND RESIDUAL RECEIPTS ACCOUNTS

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

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

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

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

NOTE 16. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 21, 2019, the date the financial statements were available to be issued.

TELEGRACIA COMPRISERY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE ID. 1919

FEDERAL GRANTOR/FROD RAM TITLE	FEDERAL CFDA MURISER	PASS-THROUGH GRANTON'S NAME	GRANTOR® IDENTIFYING NAMBER	FEDERAL EXPENDITURES
1.5. Department of the 4th and Human Services				
load Start	93,600			
hed Start	90,500		01CH13000-04-00	\$ 1,424,301
	******		01CN10000-65-09	1,068,26
			TOTAL	2,512,39
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no of the and Proper Assertions.	93.564	State of New Harmstire Office of Energy and Planning	G-12B1MALEA	43.61
franciscopy stryck (Crefty) Appellation of	93,588	State of New Hampshire Office of Energy and Plattering	G-1901HB4LEA	5.820.28
Secured Home Crising Streets	93.56	State of Haw Herepshire Office of Energy and Planning	G-1681NHLEA 1098420	303.34
· · · · · · · · · · · · · · · · · · ·	N27206	State of New Harreste's Office of Energy and Planning	G-1981NHLEA 1056420	241,83
			TOTAL	6,491,12
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miner a salt and a decision with their man production demonstrate and principle (Chapte Chapte) [30 (April 1)]	#3.044	State of their blandston Utentiment of Heady-artifecture Services	512-500352	111,27
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TRECOUNTY COMMENTY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 19, 2013

Approximate Company in Company	FEDERAL GRANTOR/PROGRAM TITLE	FEOERAL GFDA HUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S MARIER	FÉDERAL EXPENDITURES
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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 19, 2019

FEDERAL GRANTOR/PROGRAM TITLE	PEOERAL Cyda Humber	PASS-THROUGH GRANTON'S HAME	PASS-THROUGH GRANTOR'S HUNGER	FEDERAL EXPENDITURES
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चित्र वि व विद्यावीत्रकंपात (अर्थक			CLUSTER TOTAL	\$ 78,309
TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 12,243,187

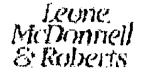
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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 21, 2019.

internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

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

October 21, 2019

North Conway, New Hampshire

Leone Midonnell & Roberts Professional association



CERTIFIED PUBLIC ACCOUNTANTS
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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

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

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2019. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of Internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

October 21, 2019

North Conway, New Hampshire

Leone Milannell & Roberta. Professional association



Board of Directors

FY2021

Coos County

Carroll County

Grafton County

Board Chair

Vice Chair

Linda Massimilla

Sandy Alonzo

Anne Barber

Secretary

Tricia Garrison

Karolina Brzozowska

Richard Mcleod

Tri-County Community Action Program, Inc.

Key Personnel SEAS Contract FY2021

Name	Job Title	Salary	% Salary Paid from	Amount Paid from this Contract
Jeanne Robillard	Chief Executive Officer	\$120,000	this Contract 0%	0
Randall Pilotte	Chief Financial Officer	\$80,080	0%	0
Kristy Letendre	Chief Program Officer	\$70,000	0%	0
Brenda Gagne	Department Head	\$59,999.94	0%	00
Sarah Whight	Program Director	\$47,999.90	0%	0

)

Jeanne L. Robillard

CORE STRENGTHS

Program development, management and administration • Community collaborations

Development of policy, protocol, and service delivery to meet funder standards

Grant writing and management • Budget performance and financial reporting

Innovative solutions & problem solving • Capacity building

Professional presentations • Public speaking

Dedication • Imagination • Determination • Fortitude

PROFESSIONAL EXPERIENCE

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

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

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

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

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

Tri-County Community Action Programs, Inc. Program/Division Director: Support Center at Burch House Littleton, New Hampshire 2007-2015

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 Hural Entrepreneurial Network (WREN) Bethlehem, NH current PT employment

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

Tri-County Community Action Programs, Inc. Direct Services/Volunteer Coordinator: Support Center at 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
- 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
- Speakcasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- current
- Member, United States Figure Skating Association/International Skating Institute current since 1993

SUMMARY

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

Financial Statements

Accounts Payables

Inventory Accounts Receivables Fixed Assets Sales/Use Tax

Payroll Budgeting

Bank Reconciliations Cash Flow Management

Audits

Forecasting

EXPERIENCE

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

06/2013-Present

CFO (2017 - Present)

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

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

Fiscal Director/Interim CFO (2016 - 2017)

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

Accounting Manager (2015-2016)

Sr. Accountant (2013-2014) RANDALL PILOTTE RESUME:

Assistant Controller (2005-2010)

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

Accounting Manager (1999-2005)

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

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH

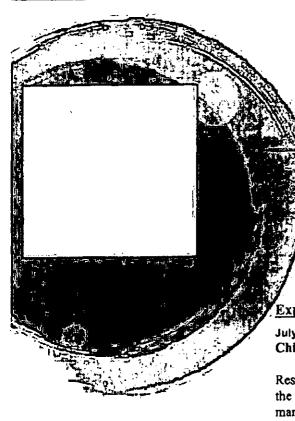
05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

EDUCATION

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



Kristy Letendre

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

-Barbara Bush

Experience

July 2020-Present

Chief Programs Officer & TCCAP, Inc.

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

May 2019-Present

Division Director CCAP, Inc. Prevention

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

Sept 2018-Present

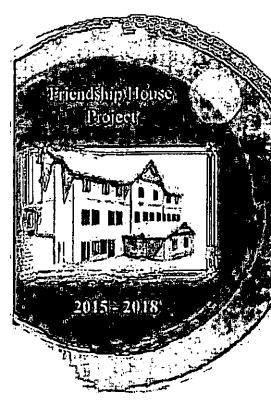
Division Operations Coordinator of TCCAP, Inc. Prevention

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

May2017-August 2018

North Country SUD Continuum of Care Facilitator, Alend Transition Coordinator North Country Health Consorting

COCF: The North Country Region's designifical state; ilinison responsible to work with regional key stakeholders to conduct a comprehensive assets and gaps analysis; reporting back findings to NH Diffits in the development of a comprehensive plan aimed to create a robust effective, and well-



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

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

4-April 2014

ciate Division Director 'TCCAP, Inc- Division of Alcohol and Drugs

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

Accomplishments

Friendship House New Construction-Bethlehem, NH-\$5.2 MIL - 2015-2018 17,588-sq ft, 32-Bed Residential Substance Use Disorder Treatment Facility

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

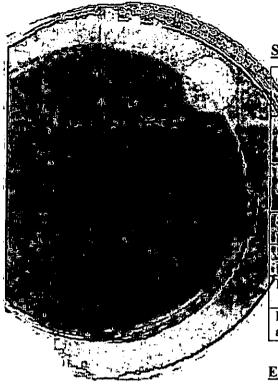
Implemented New Reimbursement System, 2015

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

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

Civic Involvement

2019 - Present	MWV Supports Recovery Advisory Board Member
2017 - Present	North Country Screnity Ceytor BOD Officer
2016 - Present	Stand-Up Androscoggin Valley Coslition - Member
2016 – 2018	Project Aware, BHS, Advisory Board Member
2017 - Present	Littleton ATOD Coalitique Member-
2018 - Present	Lancaster Area Coalition
2016 - 2017	NCHC Board of Directors



Skills

0		1
Creative flair	Good sense of humor	Excellent written and
N.A.	1	oral communication
	.,	skills
Bhaging Community	Cultural intelligence	Well- informed in
Parinter		policy and procedure
₽ ₹₹,		development
Brotic ent in Office	Versatile and	Proficient in budget
Single	adaptable	development and
		management
Solution focused	Computer and	Lateral thinking and
ippiblem resolution	technology adept	logical reasoning
Chique leadership	Knowledgeable grant	Innovative
inrough empowerment	writer	
Detail oriented	Creative strategic	Experienced non-
	planner	profit management
Excellent Community	Advocacy	Approachable,
and political relations		relatable, and relevant

Education

Plymouth State University, Plymouth NH.

2017-In Progress Business Administration

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

White Mountains Community College, Berlin NH.

2015-2017 Business Administration

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

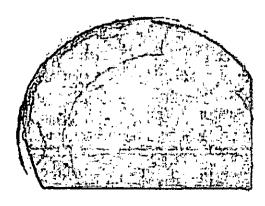
White Mountains Community College, Berlin NH.

2011 Leadership North Country

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

References

Available upon request



Brenda Gagne Tri County Community Action Program Inc.

Professional Skills:

Demonstrated administrative experience and skills

Fiscal management skills or experience in administering grants and/or department budgets

Strong grant development experience, high quality research, for federal, state funding

Excellent interpersonal skills with an ability to build and maintain among faculty and staff

Previous administrative experience or evidence of administrative skills required to lead a large department

Leadership skills and experience to implement policies and procedures

Effective communication skills and team building capabilities

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

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

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

Responsibilities include;

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

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

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

Responsibilities include;

*Running the daily operations of a public transit and para transit service.

- *Facility Management.
- *Gathering statistics
- *Quarterly reporting to NHDOT and BEAS.
- *Preparing quarterly invoices to BEAS and NHDOT
- *Weekly employee scheduling, staff management.
- *Creating procedure manuals
- *Grant writing
- *Budget preparation
- *Writing Warrant Articles
- *Drug & Alcohol Testing
- *Emergency Preparedness

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

Responsibilities included;

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

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

Responsibilities included;

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

Education:

Granite State College Emergency Management

Southern New Hampshire University Bachelor of Business Administration

Education

NH Community Technical College, Berlin NH

Associates Degree in Accounting

Employment

Tri County Community Action

Energy Assistance Services Manager February 2014 to Present

*Supervise the process of the Fuel and Electrical Application including reviewing Intake process, certification production and incomplete applications.

*Supervise staff in the FAP Admin office and three Community Contact Offices

*Hire new employees and follow proper channels to let go of an employee

*Follow all guidelines and procedures given by the Federal Government

*Submit weekly FAP relimbursement reports

*Handle frequent calls from staff, vendor or clients

*Process refund checks

*Certify when needed

*Enter vendor involces into FAP/EAP system when needed

Certifier

*Certify applications submitted to the agency

for Fuel and Electric assistance

*Follow strict guidelines to process each application

*Request missing information from the outreach office or applicant

*Keep in constant contact with outreach offices regarding outstanding applications

"Speak with applicants who have questions about the program or their application

*Speak with other agencies and fuel vendors about submitted information and benefits awarded to the applicant

*Refer applicants to other agencies that may be able to assist them

Androscoggin Valley Hospital

Front Desk/Date Entry

*Answer telephone calls from patients and employees

*Enter daily charges and payments

*Daily interaction with patients who have questions about their bill

*Refer patients to Credit Department for payment arrangements and sliding fee

*Keep updated spreadsheets for MCR and MCD payments

*Gather all needed information to process refunds to insurance companies or patients

Account Specialist

March 2006 - February 2008

August 2009 - August 2010

July 2012-February 2014 October 2011-January 2012

August 2010-April 2011

May 2005

*Speak daily with insurance companies about outstanding claims

*Verify denial reasons

*Compare payments received from the insurance company with patients claim

*Process appeals on denied claims

*Confirm electronic daims

Secretary

August 2005 - March 2006

*Assist patients with registration process

*Perform various clerical duties to ensure efficient operation of the office

Medical/Surgical Unit Coordinator

July 2005 - March 2006

*Enter physician's orders into the computer

*Answer phone

*Assist visitors with any questions they may have

March 2005 - May 2005

P & L Auto

Bookkeeper/Accountant: Student Internship

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

Wal-Mart

Accounting Office Clerk

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

July 2000 - August 2004

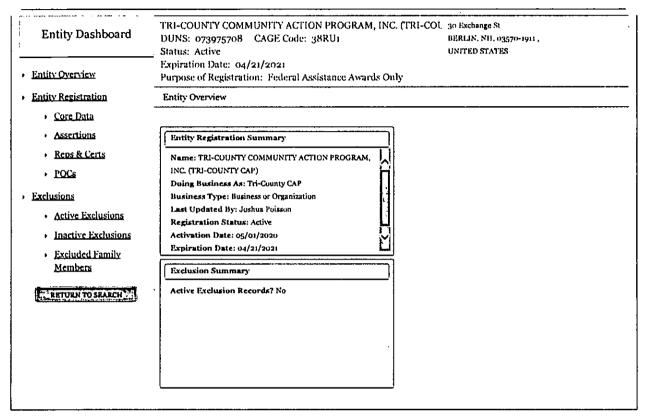


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➤ Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/14/2020 from 8:00 AM to Sunday, 11/15/2020 12:00 AM.





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