



MARGARET WOOD HASSAN  
GOVERNOR

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



www.nh.gov/oep

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January 27, 2014

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

*Sole Source*

**REQUESTED ACTION**

The Office of Energy and Planning (OEP) 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 \$10,815.00 for the Senior Energy Assistance Services Program (SEAS) effective February 12, 2014 through June 30, 2014, contingent upon Governor and Executive Council approval. 100% Other Funds (NH DHHS).

Funding is available in the following account:

	<u>FY 2014</u>
<u>Office of Energy &amp; Planning, Fuel Assistance</u>	
01-02-02-024010-77050000	\$10,815.00
074-500587 Grants for Pub Assist & Relief	

**EXPLANATION**

The Senior Energy Assistance Services (SEAS) Program makes home energy more affordable for households with members who are sixty years of age or older and not eligible for the New Hampshire Fuel Assistance Program under the current income limits of 200% FPG but are experiencing a home energy hardship. This contract is **SOLE SOURCE** based on the historical performance of the community action agencies with the New Hampshire Fuel Assistance Program. The community action agencies determine eligibility for the New Hampshire Fuel Assistance Program and are able to efficiently distribute these funds to households not eligible for that program.

A small federal grant from Older Americans Act funds (Title IIIB) awarded to 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.

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

Respectfully submitted,

Meredith A. Hatfield  
Director

MAH /cml

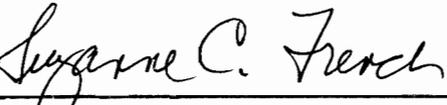
Subject: Tri-County Community Action Program, Inc. – SEAS

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address Johnson Hall 107 Pleasant Street Concord, New Hampshire 03301-8501	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street, Berlin, NH 03570	
1.5 Contractor Phone No. (603) 752-7001	1.6 Account Number 01-02-02-024010- 77050000-074-500587 Posting Activity: 02SEAS14	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$10,815.00
1.9 Contracting Officer for State Agency Celeste Lovett, Fuel Assistance Program Manager		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Coughlin, Chief Executive Officer	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Coös</u> On <u>January 22, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [SEAL]		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary Public or Justice of the Peace Suzanne French, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Meredith, A. Hatfield, Director Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>1-28-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

## **2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.**

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

## **3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

## **4. CONDITIONAL NATURE OF AGREEMENT.**

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

## **5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

## **7. PERSONNEL.**

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

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

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

## **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

(2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of,

based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

**EXHIBIT A**  
**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 Program Year 2014 Fuel Assistance Program Procedures Manual.

Senior Energy Assistance Program 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.

**EXHIBIT B**

**CONTRACT PRICE**

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 \$10,815.00 (which hereinafter is referred to as the "funds").

The following funds will be authorized:

\$10,815.00 for Senior Energy Assistance (SEAS)

The dates for this contract are February 12, 2014 through June 30, 2014

Approval to obligate the above-awarded funds will be provided in writing by the Office of Energy and Planning 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.

## EXHIBIT C

### SPECIAL PROVISIONS

1. Subparagraph 1.16 of the General Provisions, shall not apply to this agreement.
2. On or before the date set forth in Block 1.7 of the General Provisions the Contractor shall deliver to the state an independent audit of the Contractor's entire agency by an independent auditor.
3. This audit shall be conducted in accordance with the audit requirements of Office of Management and Budget (OMB) Circular A-133 Audits of Institutions of Higher Education, and other Non-profit Organizations.
4. The audit report shall include a schedule of revenues and expenditures by contract or grant number during the agency's fiscal year.
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 OEP. The audit shall be forwarded to OEP within one month of the time of receipt by the agency accompanied by an action plan for each finding or questioned cost.
6. Delete the following from paragraph 10 of the General Provisions, "To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."
7. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 10CFR 600.103 and OMB Circular A-122.
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 or until all audit findings have been resolved.
9. The following paragraphs shall be added to the general provisions.
  - i."22. 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).
11. INSURANCE AND BOND
  - 14.1.1 Amend insurance requirements as follows:  
comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate and excess liability of \$1,000,000 general aggregate.

# New Hampshire Office of Energy and Planning

## 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 Energy and Planning,  
Johnson Hall 107 Pleasant Street, 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 conviction;  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd**

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

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

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

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

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Tri-County Community Action Program, Inc.  
Contractor Name

February 12, 2014 to June 30, 2014  
Period Covered by this Certification

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Michael Coughlin, Chief Executive Officer  
Name and Title of Authorized Contractor Representative

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Contractor Representative Signature

January 22, 2014  
Date

**New Hampshire Office of Energy and Planning**

**STANDARD EXHIBIT E**

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

**CERTIFICATION REGARDING LOBBYING**

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

Programs (indicate applicable program covered):

SEAS

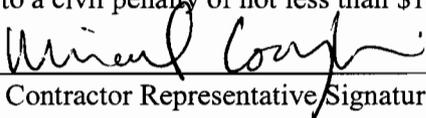
Contract Period: February 12, 2014 to June 30, 2014

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

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

  
Contractor Representative Signature

CHIEF EXECUTIVE OFFICER  
Contractor’s Representative Title

Tri-County Community Action Program, Inc.  
Contractor Name

January 22, 2014  
Date

# New Hampshire Office of Energy and Planning

## 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 Energy and Planning's (OEP) 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 OEP 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, OEP may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the OEP 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 OEP.
- (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 OEP, 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.
- (9) 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, OEP may terminate this transaction for cause or default.

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

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared 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 (1) (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.

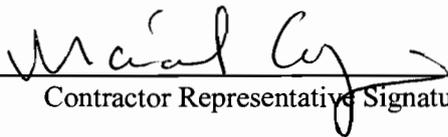
 _____ Contractor Representative Signature	Chief Executive Officer _____ Contractor's Representative Title
Tri-County Community Action Program, Inc. _____ Contractor Name	January 22, 2014 _____ Date

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.



Contractor Representative Signature

Chief Executive Officer

Contractor's Representative Title

Tri-County Community Action Program, Inc.

Contractor Name

January 22, 2014

Date

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 wither 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 and 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.

  
Contractor Representative Signature

Chief Executive Officer  
Contractor's Representative Title

Tri-County Community Action Program, Inc.  
Contractor Name

January 22, 2014  
Date

FAP Approval to Obligate  
Date

Example Only

Exhibit I

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>553,035.00</b>	<b>9,576,150.00</b>	<b>5,250.00</b>	<b>500,001.00</b>	<b>10,634,436.00</b>
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
<b>THIS APPROVAL TO OBLIGATE</b>	<b>553,035.00</b>	<b>7,422,150.00</b>	<b>5,250.00</b>	<b>500,001.00</b>	<b>8,480,436.00</b>
TOTAL AVAILABLE TO OBLIGATE	553,035.00	7,422,150.00	5,250.00	500,001.00	8,480,436.00
NOT AUTHORIZED TO OBLIGATE	0.00	2,154,000.00	0.00	0.00	2,154,000.00

BMCA  
Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>81,401.00</b>	<b>1,412,466.00</b>	<b>1,000.00</b>	<b>75,618.00</b>	<b>1,570,485.00</b>
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
<b>THIS APPROVAL TO OBLIGATE</b>	<b>81,401.00</b>	<b>1,092,466.00</b>	<b>1,000.00</b>	<b>75,618.00</b>	<b>1,250,485.00</b>
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

RCCA  
Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>79,023.00</b>	<b>1,402,551.00</b>	<b>750.00</b>	<b>76,444.00</b>	<b>1,558,768.00</b>
EXPECTED BUDGET	79,023.00	1,060,551.00	750.00	76,444.00	1,216,768.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
<b>THIS APPROVAL TO OBLIGATE</b>	<b>79,023.00</b>	<b>1,060,551.00</b>	<b>750.00</b>	<b>76,444.00</b>	<b>1,216,768.00</b>
TOTAL AVAILABLE TO OBLIGATE	79,023.00	1,060,551.00	750.00	76,444.00	1,216,768.00
NOT AUTHORIZED TO OBLIGATE	0.00	342,000.00	0.00	0.00	342,000.00

SNHS  
Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>135,549.00</b>	<b>2,179,169.00</b>	<b>1,000.00</b>	<b>122,070.00</b>	<b>2,437,788.00</b>
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
<b>THIS APPROVAL TO OBLIGATE</b>	<b>135,549.00</b>	<b>1,819,169.00</b>	<b>1,000.00</b>	<b>122,070.00</b>	<b>2,077,788.00</b>
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

SWCS  
Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>70,689.00</b>	<b>1,248,699.00</b>	<b>750.00</b>	<b>63,621.00</b>	<b>1,383,759.00</b>
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
<b>THIS APPROVAL TO OBLIGATE</b>	<b>70,689.00</b>	<b>948,699.00</b>	<b>750.00</b>	<b>63,621.00</b>	<b>1,083,759.00</b>
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

SCCA  
Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>55,182.00</b>	<b>1,085,582.00</b>	<b>750.00</b>	<b>48,635.00</b>	<b>1,190,149.00</b>
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
<b>THIS APPROVAL TO OBLIGATE</b>	<b>55,182.00</b>	<b>740,582.00</b>	<b>750.00</b>	<b>48,635.00</b>	<b>845,149.00</b>
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	ELDERLY	HHS-WAP	TOTAL
<b>CONTRACTED BUDGET</b>	<b>131,191.00</b>	<b>2,247,683.00</b>	<b>1,000.00</b>	<b>113,613.00</b>	<b>2,493,487.00</b>
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
<b>THIS APPROVAL TO OBLIGATE</b>	<b>131,191.00</b>	<b>1,760,683.00</b>	<b>1,000.00</b>	<b>113,613.00</b>	<b>2,006,487.00</b>
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

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 Energy and Planning and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	Michael Coughlin, Chief Executive Officer
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Tri-County Community Action Program, Inc.	January 22, 2014
(Contractor Name)	(Date)

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073975708

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

NO  YES

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

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

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

NO  YES

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

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

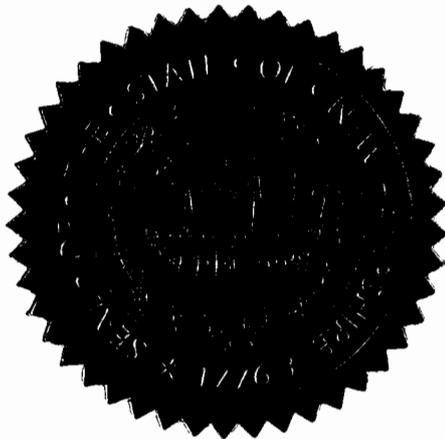
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

# State of New Hampshire Department of State

## CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18<sup>th</sup> day of December A.D. 2013

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

I, Todd Fahey, do hereby certify that:

1. I am the Special Trustee appointed by the NH Probate Court to act on behalf of, and with all the powers of, the Tri-County Community Action Program, Inc., Board of Directors;
2. The following are resolutions of the corporation, duly enacted on January 22, 2014:

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the Office of Energy and Planning.

RESOLVED: That the Tri-County Community Action Program Chief Executive Officer is hereby authorized on behalf of this corporation to enter into said contracts with the Office of Energy and Planning, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

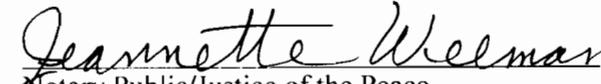
3. Michael Coughlin is the Tri-County Community Action Program Chief Executive Officer.
4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of January 22, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Special Trustee of the corporation this 22nd day of January, 2014.

  
\_\_\_\_\_  
Todd Fahey, Special Trustee

STATE OF NH  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 22nd day of January, 2014, by Special Trustee Todd Fahey.

  
~~Notary Public/Justice of the Peace~~  
My Commission Expires:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/22/2014

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

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

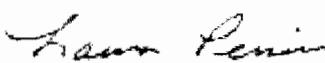
<b>PRODUCER</b> <b>FIAI/Cross Insurance</b> <b>1100 Elm Street</b>  <b>Manchester NH 03101</b>	<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>FAX (A/C No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com													
	<table border="1"> <tr>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

**COVERAGES** CERTIFICATE NUMBER: CL1412201183 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		PHPK1051833	7/22/2013	7/22/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1051833	7/22/2013	7/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB429043	7/22/2013	7/22/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	3102801186 3A NH	7/1/2013	7/1/2014	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1051833	07/22/2013	07/22/2014	\$1,000,000 each \$3,000,000 AGGREGATE

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

<b>CERTIFICATE HOLDER</b>  <b>Office of Energy and Planning</b> <b>107 Pleasant Street</b> <b>Johnson Hall</b> <b>Concord, NH 03301</b>	<b>CANCELLATION</b>  <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  Laura Perrin/LJN 
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***TRI-COUNTY COMMUNITY  
ACTION PROGRAM, INC.***

***AUDITED FINANCIAL STATEMENTS***

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

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## INDEX TO FINANCIAL STATEMENTS

### Financial Statements

Independent Auditor's Report.....	1-2
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Supplemental Schedule of Functional Expenses.....	22-23

## INDEPENDENT AUDITOR'S REPORT

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

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

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

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

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

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

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

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

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

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Expenses on pages 21 and 22 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Mason + Rich, P.A.*

MASON + RICH PROFESSIONAL ASSOCIATION  
Certified Public Accountants

March 28, 2013

**TRI-COUNTY COMMUNITY ACTION PROGRAM**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2012**

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

The Accompanying Notes are an Integral Part of These Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM**

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2012

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

The Accompanying Notes are an Integral Part of These Financial Statements

# TRI-COUNTY COMMUNITY ACTION PROGRAM

## STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2012

### **CASH FLOWS FROM OPERATING ACTIVITIES**

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

### **CASH FLOWS FROM INVESTING ACTIVITIES**

Proceeds from Disposal of Property	<u>2,247</u>
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### **CASH FLOWS FROM FINANCING ACTIVITIES**

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

**NET DECREASE IN CASH AND CASH EQUIVALENTS** (634)

*Cash and Equivalents, Beginning of Year* 187,150

*Cash and Equivalents, End of Year* \$ 186,516

### **Supplemental Disclosure of Cash Flow Information**

Cash Paid During the Year For:	
Interest	<u>\$ 222,133</u>

# **TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.**

**Serving Coös, Carroll & Grafton Counties**

30 Exchange Street, Berlin, N.H 03570  
(603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607  
Website: <http://www.tccap.org> • E-mail: [admin@tccap.org](mailto:admin@tccap.org)

## **Tri-County Community Action Program, Inc. (TCCAP)**

### **Board of Directors**

The TCCAP Board of Directors was suspended in Coös County Probate Court Case #314-2012-EX-00288 on December 14, 2012. Todd C. Fahey, Esq., was appointed special trustee of Tri-County Community Action Program until such time as the issues resulting in his appointment have been satisfactorily addressed. The special trustee holds all powers under the by-laws of Tri-County Community Action and the laws of the State of New Hampshire to operate the organization.

The Special Trustee has gathered names of individuals for potential appointment as members of a newly-reconstituted Board of Directors. The group met for the first time in December, 2013, and has been approved by the Attorney General's Office; however, they will not be officially sworn in until January 28, 2014.

# **TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.**

**Serving Coos, Carroll & Grafton Counties**

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607

Website: [www.tccap.org](http://www.tccap.org) • E-mail: [admin@tccap.org](mailto:admin@tccap.org)

Chief Executive Officer: Michael Coughlin

## List of Key Administrative Personnel

Title	Name	As of: January, 2014 Annual Salary	This Contract	
			Percentage	Amount
Chief Executive Officer	Michael Coughlin	\$140,000	0.00%	0
Chief Operations Officer	Peter Higbee	\$90,000	0.00%	0
Chief Financial Officer	Rea Pfeiffer	\$83,000	0.00%	0
Energy, Housing, & Community Contact Director	Andrea Gagne	\$50,000	0.00%	0

Weatherization  
(603) 752-7105

Administration  
(603) 752-7001

AoD  
(603) 752-7941



Community  
Contact  
(603) 752-3248

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

Energy Programs  
(603) 752-7100

# MICHAEL W. COUGHLIN, M.S.

---

## Chief Executive - Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth  
Strategic Partnerships  
Community & Public Engagement

### *Motivating and results driven; recognized for:*

- |   |                                      |
|---|--------------------------------------|
| ✓ Strategic planning and financial management | ✓ Entrepreneurial spirit             |
| ✓ Mentoring & developing inspired leaders     | ✓ Assuring highest quality standards |
| ✓ Innovation, marketing and branding          | ✓ Passionate advocacy for mission    |

## EDUCATION

**Master of Science, Social Work** - Columbia University, New York, New York

**Bachelor of Arts** - Quinnipiac University, Hamden, Connecticut

## PROFESSIONAL EXPERIENCE

REHABILITATIVE RESOURCES, INC.

2012 - 2013

One of the larger agencies providing services to people with developmental disabilities in Massachusetts. Serving hundreds of clients in 44 residential facilities, employment supports and day habilitation programs all over the state. \$25 million in annual revenue and over 600 full and part-time staff.

- **CEO**

Recruited to this position at an agency in need of change, in a time of distress. Followed a 31-year CEO, and reporting to a Board of Directors that expects transformation. Re-configured the senior leadership team, designed a five-year strategic planning process, and began agency-wide healing and cultural re-invigoration.

- **Organizational Development:** Leveraged the agency's considerable reputational and financial assets into distinct advantages in preparing for its 5-year strategic plan.
  - Met nearly every employee directly, either through individual team meeting visits, or through three regional town hall-style events, the first time this has happened.
  - Launched company-wide strategic planning process, involving stakeholders at every level and region of the organization.
- **Executive Development:** Reorganized senior management team into a streamlined, truly decision-making group. Set the conditions and expectations to become a high performing team. Secured executive coaching for leaders where necessary.
- **Community and Market Development:** Met with all major funders to understand their perceptions of the company, and to re-set a new focus on customer service excellence. Performed evaluations of the competitive environment, and began to build strategic coalitions with potential partners for new business.

ARIZONA'S CHILDREN ASSOCIATION

2011 to 2012

Arizona's oldest multi-service nonprofit, located in every county in the state, serving over 45,000 children and families every year in over 20 different programs, including behavioral health, substance abuse, foster care. \$40 million in annual revenue and nearly 750 full and part-time staff.

➤ **CEO**

Recruited to this position as successor to a 20-year CEO. Executed a financial turnaround: moving a projected \$750,000 deficit to break-even status within five months.

- **Organizational Development:** Stabilized financials and worked with Board and staff to create an aggressive five-year plan for growth:
  - Engaged program leaders, Finance team and fundraising to overcome previous year's losses and improve performance in turning around current year financials.
  - Re-organized senior program leaders from regional structure to lines of business, resulting in much better program consistency and communication with staff.
- **Executive Development:** Empowered Executive team to make decisions without micro-managing. Created an environment where creativity and execution exist side by side.
- **Community Relations:** Reached out to community leaders, funders, donors, competitors and potential partners. Made sure to be accessible, to offer our agency's support.

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

2007 to 2010

Serving Maine, New Hampshire and Vermont, with \$60 million in annual revenue. Employing 1400 people and serving over 20,000 individuals per year with services including developmental disability, brain injury and behavioral health. 25 stores and 30 program locations in three states.

➤ **CEO**

Recruited to this position to create and execute a new strategic plan. Increased annual revenue by \$20 million in three years to \$60 million. Doubled the number of clients served during the same period. Greatly improved employee and community relations.

- **Organizational Development:** Created Goodwill's strategic plan for Board approval, carried out its plans and achieved exceptional results:
  - Grew state and federal revenue by \$10 million per year through increases in grants, fees and philanthropy.
  - Maximized growth of retail business, earning \$10 million in new profitable revenue annually within three years.
  - Initiated and implemented two acquisitions of other nonprofits.
  - Increased agency margins each year, exceeding \$1.9 million in F.Y. 2010.
  - Championed new initiatives in quality improvement, employee relations and safety.
- **Executive Development:** Stabilized and grew a strong executive team, breaking down silos to achieve trust and true team performance. Created learning opportunities and career development for staff at all levels.
- **Community and Government Relations:** Increased Goodwill's profile through improved marketing, branding and partnerships with other organizations. Built strong relations with Departments of Health and Human Services, Attorney General's Office and Congressional delegations. Greatly expanded engagement with volunteers.

GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire 2002 to 2007  
*One of ten community mental health programs licensed by the Division of Behavioral Health in New Hampshire. \$8 million organization provides comprehensive mental health care.*

➤ **Executive Director**

Recruited to this organization to assume management responsibility and implement an aggressive turnaround. Guided management team to drive growth and service quality. Grew revenue by 35%, generating over \$1 million in new margins, in a time of shrinking state funds.

- **Organizational Development:** Directed organizational analysis, strategic planning and company-wide initiatives. Returned organization and balance sheet to fiscal health.
- **Executive Development:** Led a successful management restructuring, stabilizing the executive team. Helped Board of Directors become a stronger, more cohesive group.
- **Community & Government Relations:** Built a bridge to community and government through marketing and education events as well as personal contacts.

WARREN SHEPELL CONSULTANTS, Toronto, Ontario 2000 to 2001  
*One of Canada's leading behavioral health firms, supporting 1500+ client organizations and generating \$35 million annually. Ranked one of "50 best managed private companies in Canada" by Arthur Andersen and Financial Post.*

➤ **Vice President, Operations**

Managed nation-wide counseling operations provided by mental health professionals and para-professionals. Managed a \$19 million budget.

- **Staffing:** Led a national network of over 1100 Doctorate and Master's level professionals, providing service to over 70,000 clients per year
- **Service / Network Management & Expansion:** Directed the management of 28 offices coast to coast, to support new contracts. Played key role in 18% one-year revenue growth and 20% profit margins.
- **Business Development & PR:** Participated in sales efforts, resulting in winning key accounts. Represented company as a media spokesperson.

CHC- WORKING WELL, Mississauga, Ontario 1989 to 2000  
*One of Canada's largest behavioral health providers. Contracts with 1200+ client organizations, generating \$30 million annually.*

- **Vice President, Research & Development** - 1998 to 2000
- **National Director, Client Services** - 1995 to 1998
- **Regional Manager, Client Services** - 1993 to 1995
- **Area Manager, Client Services** - 1991 to 1993
- **Employee Assistance Counselor** - 1989 to 1991

Extensive Board service involvement

## Résumé

Peter G. Higbee

### Professional Experience

February, 1999 to present

**Tri-County CAP, Inc.**  
**Berlin, NH**

*Deputy Director/Chief Operating Officer, responsible for organizational development, IT, and planning and management support for large (275 employees) human service agency's comprehensive array of programs and projects. Chief Operating Officer since June, 2012.*

February, 1996 to January 1999

**Tri-County CAP, Inc.**  
**Berlin, NH**

*Planning & Administrative Coordinator, responsible for planning and management support for comprehensive array of human service programs.*

September, 1987 to August, 1996

**College for Lifelong Learning, University System of NH (now Granite State College)**  
**Littleton & Berlin, NH offices, various sites**

*Teaching Faculty, responsible for courses in Early Childhood Education Degree and Certificate programs, including Parent-Staff Relations, Guiding the Behavior of Young Children, Pre-school Child Development, and Foundations of Early Childhood Education.*

October, 1986 to February, 1996

**Tri-County CAP, Inc. - Head Start**  
**Berlin, NH**

*Director of Head Start program, responsible for overall operation of comprehensive child and family development program offering center-based and home-based services to 238 families through 10 community-based sites. \$1 million+ budget, 50+ staff.*

September, 1980 to October, 1986

**Tri-County CAP, Inc. - Head Start**  
**Berlin, NH**

*Education/Special Needs/Mental Health Coordinator, responsible for planning and supervising implementation of Education, Special Needs and Mental Health services to up to 177 Head Start children and families, through community-based staff.*

September, 1977 to September, 1980

**Tri-County CAP, Inc. - Head Start**  
**No. Stratford & Littleton, NH**

*Head Teacher, responsible for classroom of up to 20 3- to 5-year-old Head Start children, including integration of nutrition and health services, parent support and parent involvement. Classes included special needs children.*

February, 1975 to August, 1977

**Coppermine School**  
**Franconia, NH**

*Teacher/Parent Participant in the co-operative founding and operation of an alternative, ungraded, parent-run elementary school, including Teaching at the primary level.*

### Education

**State College at Boston**  
**Boston, MA**  
**B.A., English & minor in Psychology, 1982**

## Education (continued)

*Additional coursework includes Psychology courses at Plymouth (NH) State College and Lesley College (Cambridge, MA); Adult and Early Childhood Education courses at Antioch New England Graduate School (Keene, NH); and Management courses at Texas Tech (Dallas, TX) and Management Fellows program at The Anderson Graduate School of Management at UCLA (Los Angeles, CA). Mediation training includes child and family and victim-offender mediation.*

## Organizations & Memberships

Nov., 2011 to present

### **City of Berlin, NH Berlin, NH**

*Elected City Council Member, Ward III.*

2008 to present

### **Berlin Industrial Development and Park Authority Berlin, NH**

*Authority Member, appointed by Mayor and Council. Vice-Chair 2010 - present.*

1999 to 2009

### **North Country Health Consortium Littleton, NH**

*Board Member of organization of Northern NH health and social service providers, including area hospitals, home health agencies, etc. Served on Technology committee, Oral Health Work Group and Executive Committee, including five terms as **Vice-President** of NCHC.*

1998 to present

### **NH CAP Association – Technology Committee Statewide, NH**

*Committee Member (currently **Co-Chair**) of statewide technology Committee overseeing development and implementation of a statewide electronic intake, referral, and case management system for the six NH CAPs and the Governor's Office of Energy & Community Services.*

1988 to 1998

### **Ammonoosuc Community Health Services Littleton, NH**

*Board Member 1988 - 98, **President**, 1989 - 95. During tenure as president, agency received Corporate Fund Award for Management Excellence; constructed new facility; and merged with rural health care provider to form Community Health Center Network.*

1986 to 1996

### **New Hampshire Head Start Directors' Association Statewide, NH**

*Association Member, **President** 1989 to 1994. During tenure state Head Start Programs sought and secured supplemental funding for Head Start from the State of NH through special-legislation. Represented State programs at national level, and provided timely and accurate information exchange between local and national groups.*

1984 to 1998

### **Region I, (New England) Administration for Children and Families Boston, MA (Working through consultant contracts managed by 3rd parties)**

*Consultant/Program Monitor, participating in reviews of Head Start programs throughout New England, monitoring compliance with federal Performance Standards in the areas of Education, Disabilities, Mental Health and Administration.*

*Consultant/Member of Race Relation Work Group, researching the status of and making recommendations to improve the quality of interracial relations within the New England Head Start community.*

## REA L. PFEIFFER

**FINANCE EXECUTIVE** with more than twenty years of experience in quasi-public agencies, nonprofit, private companies and state organizations. Areas of expertise embrace all facets of finance in addition to strategic planning, risk management, information systems, and purchasing. Exceptional technology skills, improves operational efficiency and financial controls through the use of systems and procedures. Demonstrated leadership skills completing large projects and managing professionals.

### PROFESSIONAL EXPERIENCE

#### Lynn Economic Opportunity Inc.

2011 - Present

Chief Financial Officer for \$17M Community Action Agency providing Head Start, Early Head Start, Daycare, After school, Preschool, Fuel Assistance, Sober Living and Affordable Housing services. Responsible for planning, budgeting, compliance and risk management, rate setting, reporting, auditing and day-to-day operational oversight of financial functions of organization. Management of 6 professional financial staff and directing activities of AR, AP, Payroll, Capital Assets, Revenues and Reporting.

#### Robert Half Management Consulting Group

2005 - 2010

Provide onsite consulting on a mission specific basis, serving in Interim CFO, and Interim Controller positions performing various troubleshooting and problem-solving functions. Diagnose and enhance cash flow concerns, perform reconciliations, address workflow backlogs, propose and implement systems changes, develop budgets and forecast plans, monitor compliance and assure exemplary audit results. Sample projects include:

- Controller for North East Trees/GreenwayLA/Charles Drew University - Responsibility for financial restructuring for a growing nonprofit organization.
- Overhauled accounting, reporting and management protocols to build administrative and financial infrastructure capacity for expansion and assure full compliance with federal, state and award-specific regulations as well as contract-specific terms & conditions.
- Implemented new budgeting and time reporting systems to monitor contract and program progress and control costs.
- Provided comprehensive and accurate reports to support senior management team decision-making. Oversaw all audit outcomes with federal, state, county, municipal and foundational stakeholders. Provided oversight of HR matters.

#### LA IMPACT - California Department of Justice

1998 - 2005

*Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force*

#### **Chief Financial Officer**

Bottom line financial responsibility for \$210 Million in seized assets and a \$13 Million annual budget for this countywide, quasi-public agency charged with developing and implementing communication linkages to reduce crime rate. Manage a staff of six professionals and ten FTEs. Complete fiscal oversight of grants and operational revenues for 20 functional investigative groups.

- Designed, implemented and managed six databases that allow sharing of operational and financial information throughout the agencies.
- Chaired Technology Committee that designed programs and provided quantitative tools to evaluate program effectiveness.
- Created and implemented an Intranet website that connects twenty operational groups to facilitate communication and coordination of activities.

- Developed and managed a series of expense management procedures that have decreased operating costs
- Responsible for resolving disputes and issues on unliquidated assets to receive in excess of \$5 Million in revenues that would have been otherwise unrealized.
- Prepared annual budget and monitored actual-to-plan during the course of the year.
- Developed regular and ad hoc reports for senior management team to inform and update on task force activities.
- Prepared financial reporting to all funding agencies on task force activities to meet all state, federal and local regulations, and to ensure cash flow management.
- Implemented policies and protocols for Financial Unit. Building electronic and manual systems of information management to assure that all federal, state and local requirements are met with regard to recordkeeping.

**STATE OF MASSACHUSETTS**

1980 - 1997

**Central Office Account Manager - Department Of Mental Health (1988 to 1997)**

Administrative oversight and analysis for area-based, programmatic and administrative agency budget in excess of \$300 Million for inpatient and residential mental health services statewide.

- Analyzed, prepared and presented annual agency spending plans for nine hospitals.
- Ensured ongoing compliance by monitoring agency activities to assure adherence to agency financial plans and goals or to effectuate goal and milestone revisions.
- Prepared ongoing and ad-hoc analyses (i.e., payroll reports, contract utilization studies, staff modeling surveys, etc) to provide information to senior management on budget status and potential resource redeployment options/strategies.
- Provided technical supervision with seven statewide, area-based DMH administrative offices in long term and short term planning, as well as day-to-day tasks.
- Interacted with oversight agencies and constituents with regard to agency budget status and agency goals (i.e., A&F, Ways & Means, EOHHS, etc).

**Budget Officer - Department of Public Health (1985 to 1988)**

Responsible for technical management of budgeting, contracting, personnel and hiring for the Divisions of Family Health Services with a budget totaling \$85m for the administration of statewide Maternal and Child Health Programs (WIC, Healthy Start, Handicapped Children). Supervised 17 staff members.

- Designed and managed technical processes and protocols in service procurement and tracking utilization.
- Prepared spending plans and internal budgeting documents.
- Managed contracting and hiring procedures including issuance of RFP's and vacancy announcements.
- Oversaw accounts payable and billing functions.
- Directed the implementation of the state's first pilot automated accounting system - replicated statewide.

**EDUCATION**

Bachelor of Science in Health Management, Northeastern University, 1991  
 Master of Public Administration, Northeastern University, Coursework completed  
 Keller School of Management, CPA Certification coursework (Becker courses)  
 Certified Public Finance Officer - currently testing March through June 2013

## **Andrea E. M. Gagne**

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### **WORK HISTORY**

#### **Division Director of Energy, Housing & Community Contact Offices (EHCCO)**

**November 2013 – Present Tri-County Community Action Programs Berlin, New Hampshire**

- Ensures division's operation, budget and personnel management.
- Hire, supervise and manage EHCCO staff, including in-house and itinerant employees.
- Oversee all EHCCO programs' operations, budgets and reporting; coordinate and integrate programs' activities.
- Prepare and submit grants and proposals.
- Develop, prepare and implement program budgets, narratives, outreach plans and work plans, forecasting of revenues vs. expenditures; analysis of budget vs actual income and expenses
- Review and reconcile division financial reports; produce programmatic reimbursement requests to funders within program payment schedules; produce other reports as required
- Interact with program monitors, outside auditors, Federal agency auditors and others in review of program activities, compliance and financial accountability
- Develop new programs and funding streams as appropriate.
- Represent EHCCO and Tri-County CAP at local, state, regional and national meetings as needed.
- Assist with other TCCAP management and supervisory duties as needed.

#### **Executive Director**

**October 2010 – Present Child Advocacy Center of Coos County Lancaster, New Hampshire**

- Provides leadership in developing program, organizational and financial plans with the Board of Directors and other staff to advance the mission of the agency.
- Works with the Board of Directors and recommends operational objectives that support the strategic plan and to maintain a shared vision for the future of the agency.
- Hires, supervises and disciplines staff members and ensures personnel have appropriate training and education.
- Maintains a working knowledge of emerging issues and significant developments in the fields of child abuse investigations, team facilitation, and non-profit and agency administration.
- Maintains official records and documents, and assures compliance with federal, state, and local regulations.
- Manages and conducts ongoing program evaluation including outcome measures and contracts for and oversees annual financial review.
- Identifies grant opportunities, develops proposals, and produces required reports to funding sources.
- Develops relationships and maintains regular communications with funding sources.
- Manages and oversees agency's multidisciplinary team, compliance with training standards and implementation of best practice standards in a well organized, detail oriented, confidential team environment for investigative purposes in conformance with New Hampshire Attorney General Policies and accreditation standards.
- Manages and coordinates community wrap-around services for child-victims and their caregivers.

#### **Education**

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|-------------------------------------|-------------------------------|----|----------------|
| -Master of Public Administration    | Norwich University,           | VT | June, 2011     |
| -BS Criminal Justice Administration | Granite State College,        | NH | December, 2007 |
| -Certificate of Paralegal Studies   | College for Lifelong Learning | NH | March, 2004    |