



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

February 25, 2015

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) requests authorization to amend the **SOLE SOURCE** Contract Agreement (Contract #1040043) with Tri-County Community Action Program, Inc. (VC #177195), Berlin, NH, by extending the end date from March 31, 2015, to June 30, 2015, for the federal Weatherization Assistance Program, effective March.25, 2015, upon Governor and Council approval. No additional funding is involved in this extension. This contract was originally approved by Governor and Council on September 17, 2014, Item #30. 100% Federal Funds.

**EXPLANATION**

This amendment seeks to provide Tri-County Community Action Program, Inc. a three month no-cost extension of time in which to expend its Program Year 2014 Federal Weatherization Assistance Program funding, through June 30, 2015. This contract extension will mean that Program Year 2014 funding will be available to sustain the program during the gap between when the new program year begins (on April 1) and when OEP receives our Program Year 2015 Federal Weatherization grant, which is expected by June 30<sup>th</sup>. This amendment will enable the full expenditure of available funds as well as continued leveraging of other funding sources to provide weatherization services to eligible low income families in New Hampshire.

This contract is **SOLE SOURCE** due to the US Department of Energy's grant guidance (10CFR 440.15) giving Community Action Agencies preferred status due to their non-profit status and their role providing a range of services to clients eligible for WAP, as well as their historical performance in the weatherization program.

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

Respectfully submitted,

Meredith A. Hatfield  
Director

MAH:ks  
Attachments

OFFICE OF ENERGY AND PLANNING

SUBJECT: WXN14 CONTRACT WITH TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AMENDMENT

This Amendment dated February 25, 2015, is between the State of New Hampshire, Office of Energy and Planning, 107 Pleasant Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, Coos County, NH 03570 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1040043, as approved by Governor and Council on September 17, 2014 (Item #30), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 18 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

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

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

1. **Amendment and Modification of Agreement**. The Agreement is amended and modified as follows:
  - A) Amend Contract completion date by striking the current contract ending date of March 31, 2015, and inserting June 30, 2015, wherever it occurs.
2. **Continuance of Agreement**. Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment. Contractor shall pay particular attention to paragraph 6 of Exhibit A of the original contract: Beginning on April 1, 2015, all expenditures of federal Weatherization Assistance Program dollars shall meet the requirements of the Quality Work Plan and the associated Standard Work Specifications before reimbursement will be considered.

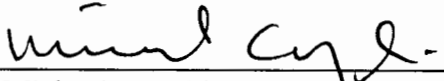
Contract Amendment Office of Energy and Planning

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

STATE OF NEW HAMPSHIRE  
Office of Energy and Planning

By:   
Meredith A. Hatfield, Director

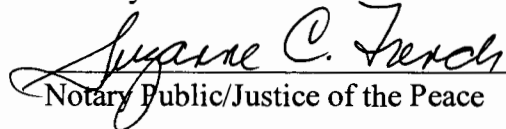
Tri-County Community Action Program, Inc.

By:   
Michael Coughlin, Chief Executive Officer

State of New Hampshire  
County of Coos

On this 5<sup>th</sup> day of March, 2015, before me, Suzanne C. French, the undersigned officer, personally appeared Michael Coughlin, who acknowledged him/herself to be the Chief Executive Officer of Tri-County Community Action Program, Inc. a corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes contained therein.

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

  
Notary Public/Justice of the Peace

My Commission expires:

**SUZANNE C. FRENCH**  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018

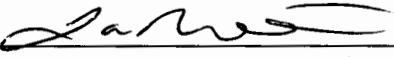
Contract Amendment Office of Energy and Planning

TCCA WXN14 Amendment  
Grant: EE0006169  
CFDA: 81.042

Contractor Initials: MC  
Date: 3-5-15  
Page 2 of 3

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By:   
Sr. Assistant Attorney General

Date: March 11, 2015

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

OFFICE OF THE SECRETARY OF STATE

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

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

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 VOTES**

**(Corporate Authority)**

I, Gary Coulombe, Clerk/Secretary of Tri-County Community Action Program, Inc.  
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(state)  
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on 9-23-2014, such authority  
(date)  
to be in force and effect until June 30, 2015.  
(contract termination date)

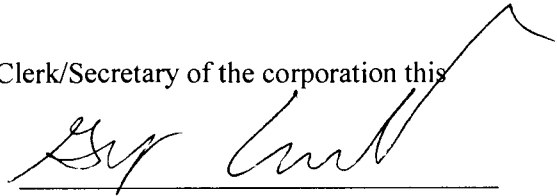
The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the  
Corporation any contract or other instrument for the sale of products and services:

Michael Coughlin  
(name)  
  
\_\_\_\_\_  
(name)

Chief Executive Officer  
(position)  
  
\_\_\_\_\_  
(position)

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

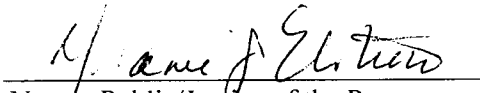
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this  
11th day of March, 2015.

  
\_\_\_\_\_  
Clerk/Secretary

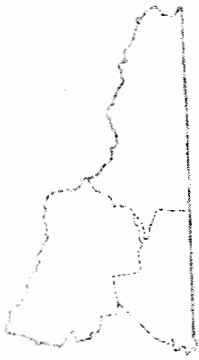
STATE OF New Hampshire  
COUNTY OF Merrimack

On this 11th day of March, 2015, before me, Gary Coulombe the undersigned Officer,  
personally appeared Gary Coulombe who acknowledged her/himself to be the Secretary of Tri-County  
Community Action Program, Inc., a corporation and that she/he as such Secretary being authorized to do so,  
executed the foregoing instrument for the purposes therein contained.

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

Commission Expiration Date:



# **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: <http://www.tccap.org> • E-mail: [admin@tccap.org](mailto:admin@tccap.org)

Chief Executive Officer: Michael W. Coughlin

## **BOARD OF DIRECTORS FY2015**

### **COÖS COUNTY**

Board Chair  
Sandy Alonzo

Secretary  
Gary Coulombe

Treasurer  
Cathy Conway

### **CARROLL COUNTY**

Anne Barber

Vice Chair  
Sam Farrington

Michael Dewar

### **GRAFTON COUNTY**

Nancy Kitchen

---

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/14/2014

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).

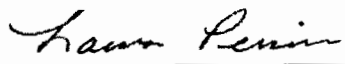
PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Karen Shaughnessy	
	PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Tri-County Community Action Program, Inc 30 Exchange Street  Berlin NH 03570	INSURER(S)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

COVERAGES CERTIFICATE NUMBER: CL1471714530 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NCPCKG0328200	7/22/2014	7/1/2015	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 - COM/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			NCAUT0328200	7/22/2014	7/1/2015	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
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			NCFXS0328200	7/22/2014	7/1/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3102801186 (3a.) NH All officers included	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			NCPCKG0328200	7/22/2014	7/22/2015	Per Occurrence \$1,000,000 Aggregate \$3,000,000

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

<b>CERTIFICATE HOLDER</b>  State of NH Office of Energy & Planning Attn: Kirk Stone 107 Pleasant Street Concord, NH 03301	<b>CANCELLATION</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.
	AUTHORIZED REPRESENTATIVE  Laura Perrin/KS5 





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



August 19, 2014

Approval by the Governor  
and Council on 9-17-14  
Agenda Item 30  
PO 1040043

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

**REQUESTED ACTION**

1) Authorize the Office of Energy and Planning (OEP) to enter into a **RETROACTIVE SOLE SOURCE** contract with Tri-County Community Action Program, Inc. (VC #177195), Berlin, NH, in the amount of \$208,373.35 for the federal Weatherization Assistance Program (WAP) effective July 1, 2014 through March 31, 2015, upon approval of Governor and Executive Council. 100% Federal Funds.

Funding is available in the following account:

Office of Energy & Planning, Low Income Weatherization

FY 2015

01-02-02-024010-77060000

074-500587 Grant for Pub. Assist & Relief

\$208,373.35

2) Further request authorization to advance to the vendor \$57,272.30 of the above-referenced contract amount.

**EXPLANATION**

OEP contracts with New Hampshire's Community Action Agencies (CAAs) to provide weatherization services at the local level. OEP estimates that approximately one hundred eighty-three (183) homes will be weatherized throughout the State as a result of the US Department of Energy award. The number of homes is based on the average investment per dwelling unit of \$5,000.00.

This request is **RETROACTIVE** due to delays in the Congressional authorization of the federal grant that supports New Hampshire's Weatherization Assistance Program. Due to these delays, the US Department of Energy (US DOE) has authorized OEP to approve invoices from sub-recipients for eligible weatherization expenses for the full program year, which is from April 1, 2014 through March 31, 2015. OEP seeks authority to approve CAA expenses back to July 1, 2014.

This contract is **SOLE SOURCE** because of US DOE's grant guidance (10 CFR 440.15) giving Community Action Agencies preferred status due to their non-profit status, their role providing a range of services to clients eligible for WAP, as well as their historical performance delivering the weatherization program.

OEP is responsible for administering New Hampshire's statewide WAP. The objective of the program is to weatherize homes to reduce energy consumption and to reduce energy costs in low-income households. Priority is given to the elderly, disabled, households with infant children, and households with high energy usage.

The requested advance of funds will enable Tri-County Community Action Program, Inc. to operate the program between monthly reimbursements from the State.

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

Respectfully submitted,



Meredith A. Hatfield  
Director

MAH:KS

Attachments

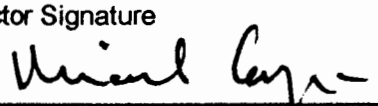
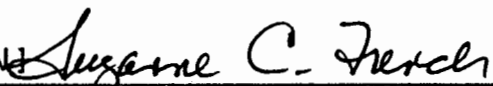

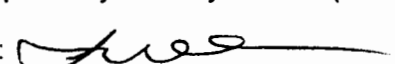
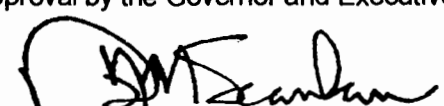
Subject: Tri-County Community Action Program, Inc. - Weatherization Program

**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 107 Pleasant St., Johnson Hall Concord, New Hampshire 03301	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street, Berlin, NH 03570	
1.5 Contractor Phone No. (603) 752-7001	1.6 Account Number 01-02-02-024010- 77060000-500587	1.7 Completion Date March 31, 2015	1.8 Price Limitation \$208,373.35
1.9 Contracting Officer for State Agency Kirk Stone, Weatherization 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>NH</u> County of <u>Coos</u> On <u>8-13-14</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  			
1.13.2 Name and Title of Notary Public or Justice of the Peace Suzanne C. French, Notary		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
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>8-25-2014</u>			
1.18 Approval by the Governor and Executive Council By:  <b>DEPUTY SECRETARY OF STATE</b> SEP 17 2014			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is

not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# EXHIBIT A

## Scope of Services

1. Tri-County Community Action Program, Inc., hereinafter "the Contractor" or "Subgrantee," agrees to perform weatherization services and all additional services and other work necessary to provide Weatherization Assistance Program (WAP) services to eligible low income individuals in accordance with the regulations set forth by the U. S. Department of Energy in 10 CFR 440 dated February 1, 2002, and 10 CFR 600 as amended, and in accordance with the provisions and procedures contained in the most recent New Hampshire Weatherization Assistance Program (NHWAP) State Plan, Policies and Procedures Manual, Field Guide, and as otherwise administered by the Office of Energy and Planning (OEP).

Periodically OEP may issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into the NH Weatherization Policies and Procedures Manual and Field Guide. The Contractor agrees to alter the Program procedures in accordance with a SG, SN or other instructions.

The Subgrantee agrees to abide by changes in the NH Weatherization Assistance Program designed to improve program delivery and further agrees to perform Weatherization Program services in a manner that will successfully interact with utility administered energy efficiency programs for low-income households in order to provide the best services for New Hampshire's low-income households.

2. The contract period will commence on July 1, 2014, and will have a completion date of March 31, 2015, subject to the approval of Governor and Executive Council.
3. Plans for expenditure of funds for Training and Technical Assistance, Audit Compliance and Leveraging Activities must be defined in the Contractor's Management Plan (CMP) and approved by OEP. Requests to deviate from the plan must be made in writing in advance, and approved by OEP as prescribed in the NH Policies and Procedures Manual.
4. The Contractor agrees to perform Weatherization Services on a minimum of thirty-nine (39) dwelling units according to the standards outlined in the most recent NH Weatherization Policies and Procedures Manual and Field Guide.
  - (a) Weatherization Services are intended to increase the energy efficiency of the home, and to improve the home's comfort and safety. A certified energy auditor first performs a NHWAP energy audit on the home using scientific test equipment. Specific energy conservation measures and heating source repairs are then implemented in order of priority and cost effectiveness. This integrated activity is carried out in accordance with provisions and procedures outlined in the most recent NH Policies and Procedures Manual and Field Guide.
  - (b) The minimum number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract and shall be incorporated into the CMP. Deviations of more than 20% from expected dwelling unit goals in any given quarter may result in a reduction of the contract amounts and a reallocation of funds to other contractors.
  - (c) By the end of the program year, the Contractor's completion of dwelling units shall not vary from the minimum number of dwelling units set out in this contract by more than 10% without prior approval from OEP.

Exhibits A, B & C

Initials *UC*

Date *8-13-14*

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5. In accordance with the US DOE's "Quality Work Plan" (QWP) and the provisions of Weatherization Program Notice (WPN) 14-4 ([http://waptac.org/data/files/Website\\_docs/Government/Guidance/2014/WPN-14-4.pdf](http://waptac.org/data/files/Website_docs/Government/Guidance/2014/WPN-14-4.pdf)), by March 31, 2015, Contractor must have regular and reliable access to properly trained and certified Quality Control Inspector(s), available as either staff or contractors, able to fully function in that capacity on April 1, 2015. This contract provides the funding for a minimum of two (2) staff members to be trained and certified as a Quality Control Inspectors (QCI). Training and related expenses above the QCI allocation may be reimbursed through the discretionary T&TA allocation.
  
6. Effective April 1, 2015, all work performed under the Weatherization Assistance Program (WAP) must meet the minimum specifications defined in the US Department of Energy's "Quality Work Plan" (QWP) and the associated Standard Work Specifications (SWS). Details are presented in the Standard Work Specifications (SWS) for Home Energy Upgrades referred to in US DOE Weatherization Program Notice 14-4 (the link is provided in paragraph 5 above). These requirements do not apply during Program Year 2014, but Contractor must ensure, and be able to document for OEP, that all staff and contractors who will perform Weatherization work beginning on April 1, 2015, are properly trained and certified for that work and have been informed that their work must meet the requirements of the SWS or dwelling units will not be considered complete and reimbursement will not occur.

Exhibits A, B & C  
Initials MC  
Date 8-13-14  
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## EXHIBIT B

### Methods and Conditions of Payment

In consideration of the satisfactory performance of the Services, the State agrees to pay the Contractor, Tri-County Community Action Program, Inc., in total, the sum of:

\$208,373.35	(which hereinafter is referred to as the "Contracted Amount"), of which
\$ 57,272.30	will be issued as a cash advance,
\$ 12,686.59	may be expended for administration,*
\$ 5,000.00	may be expended for discretionary Training & Technical Assistance,
\$ 8,000.00	may be expended to obtain Quality Control Inspector certifications (specific Requirements defined in Exhibit A, item 5)
\$ 19,537.34	may be expended for Health & Safety measures
\$163,149.42	(the balance), to be spent on weatherization activities (Program Activity).

\*According to US DOE, agencies receiving less than \$350,000.00 have the authority, upon approval from OEP, to increase their Administrative budget by reallocating up to 5% of their Health & Safety and Program Activity budgets.

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to OEP upon completion of weatherization work. Disbursement of the Contracted Amount shall be made in accordance with the procedures established by the State and as detailed in the most recent NHWAP Policies and Procedures Manual and Field Guide.

Administrative costs are provided to cover a specified number of unit completions at minimal standards. Administrative funds may be pro-rated by OEP if production unit completions do not meet expected production goals.

All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

OEP may, as a function of its administrative oversight, modify contracted budget amounts as necessary to ensure the efficient operation of the NHWAP as long as these modified expenditures do not exceed the Contracted Amount total as specified above.

Exhibits A, B & C  
Initials *mc*  
Date *8-13-14*  
Page 3 of 5

# EXHIBIT C

## Special Provisions

1. 10 CFR 600 as amended (Financial Assistance Rules), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program State Plan, Weatherization Assistance Program Policies and Procedures, and Field Guide are all considered legally binding and enforceable documents under this contract. OEP reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Assistance Program.
2. An audit shall be made at the end of the Contractor's fiscal year in accordance with the audit requirements of the Office of Management and Budget Circular A-133 "Audits of Institutions of Higher Education, and other Non-profit Organizations." (10 CFR 600.126)

This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to OEP within one month of the time of receipt by the Contractor accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The following paragraph shall be added to paragraph 9 of the general provisions:

"9.4 All negotiated contracts (except those of \$5,000 or less) awarded by the Subgrantee shall allow OEP, DOE, the Comptroller General of the United States, or any duly authorized representatives, access to any books, documents, papers, and records of the Subgrantee or their subcontractors, which are directly pertinent to the Weatherization Assistance Program for the purpose of making audits, examinations, excerpts and transcription."

4. In paragraph 10 of the general provisions, the following sentence shall be deleted: "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."
5. The costs charged under this contract shall be determined as allowable under the cost principles detailed in the DOE Financial Assistance Rules 2 CFR 215 and OMB Circular A-110.
6. Program and financial records pertaining to this contract shall be retained by the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by DOE. (10 CFR Subpart B Part 600.153)
7. Kirk Stone, Weatherization Program Manager of OEP, has been designated with the responsibility for overseeing this contract.

Exhibits A, B & C  
Initials *mc*  
Date *8-13-14*  
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8. Paragraph 14.1.1 of the general provisions shall be modified to read:

“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 \$3,000,000 general aggregate and excess liability of \$2,000,000 general aggregate; and”

9. The following paragraphs shall be added to the general provisions:

“25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the “Grant” 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.”

“26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.

“27. COPELAND ANTI-KICKBACK ACT. All contracts and subgrants in excess of \$2,000.00 for construction or repair shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontract or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The subgrantee should report all suspected violations to OEP.”

“28. PROCUREMENT. Subgrantee shall comply with all provisions of 10 CFR 600.140-600.148 with special emphasis on financial procurement and property management.”

“29. 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).”

Exhibits A, B & C

Initials *mc*

Date *5/12/14*

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Award #DE-EE0006169, CFDA #81.042

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,  
107 Pleasant Street, Johnson Hall, Concord, NH 03301

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

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEE OTHER THAN INDIVIDUALS, cont'd**

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

- (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)

30 Exchange Street  
Berlin, NH 03570

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

Tri-County Community Action Program, Inc.

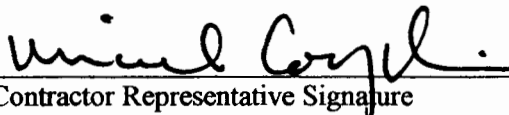
Contractor Name

July 1, 2014 through March 31, 2015

Period Covered by this Certification

Michael Coughlin, Chief Executive Officer

Name and Title of Authorized Contractor Representative

  
Contractor Representative Signature

8-13-14

Date

Exhibits D thru H

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Initials MC Date 8-13-14

Award #DE-EE0006169, CFDA #81.042

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):

- Community Services Block Grant
Low-Income Home Energy Assistance Program
Senior Community Services Employment Program
Weatherization Program

Contract Period: July 1, 2014 through March 31, 2015

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.

Handwritten signature of Michael Coughlin

Michael Coughlin, Chief Executive Officer
Contractor's Representative Title

Tri-County Community Action Program, Inc.
Contractor Name

8-13-14
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 12529 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 Department of Health and Human Services' (DHHS) 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 DHHS 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, DHHS may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the DHHS 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 DHHS.
- (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 DHHS, 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, DHHS 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*

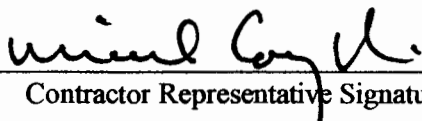
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (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

Michael Coughlin, Chief Executive Officer

Contractor's Representative Title

Tri-County Community Action Program, Inc.

Contractor Name

8-13-14

Date



New Hampshire Office of Energy and Planning

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

Michael Coughlin, Chief Executive Officer  
Contractor's Representative Title

Tri-County Community Action Program, Inc.  
Contractor Name

8-13-14  
Date

Exhibits D thru H

Page 7 of 8

Initials we Date 8-13-14

Award #DE-EE0006169, CFDA #81.042

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT H

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

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

  
Contractor Representative Signature

Michael Coughlin, Chief Executive Officer  
Contractor's Representative Title

Tri-County Community Action Program, Inc.  
Contractor Name

8-13-14  
Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT I

U.S. DEPARTMENT OF ENERGY  
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED  
PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

**Tri-County Community Action Program, Inc.** (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

**Applicability and Period of Obligation**

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

**Employment Practices**

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

**Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or

subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

### Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

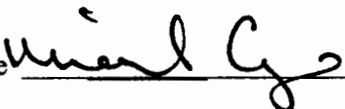
The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

### Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Michael Coughlin, Chief Executive Officer

Signature  Date 8.13.14

Tri-County Community Action Program, Inc.  
30 Exchange Street, Berlin, NH 03570  
603-752-7001

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT J

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

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

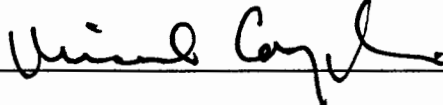
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Office of Energy and Planning must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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 New Hampshire 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. 8-13-14  
\_\_\_\_\_

(Contractor Name) (Date)

Contractor initials: mc  
Date: 8.13.14  
Page 1 of 2  
Award #DE-EE0006169, CFDA #81.042

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?

X 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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor initials: MC  
Date: 8-13-14  
Page 2 of 2  
Award #DE-EE0006169, CFDA #81.042

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 VOTES**

**(Corporate Authority)**

I, Gary Coulombe, Clerk/Secretary of Tri-County Community Action Program, Inc.  
(name) (Corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(state)  
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on 1-28-2014, such authority  
(date)  
to be in force and effect until March 31, 2015.  
(contract termination date)

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

Michael Coughlin  
(name)

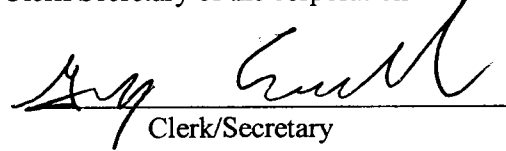
Chief Executive Officer  
(position)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(position)

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

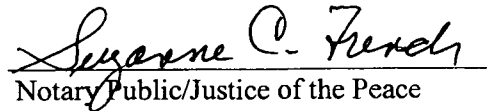
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this  
13th day of August, 2014.

  
Clerk/Secretary

STATE OF New Hampshire  
COUNTY OF Coos

On this 13<sup>th</sup> day of August, 2014, before me, Suzanne C. French the undersigned Officer, personally appeared  
Gary Coulombe who acknowledged her/himself to be the Secretary of Tri-County Community Action  
Program, Inc., a corporation and that she/he as such Secretary being authorized to do so, executed the foregoing  
instrument for the purposes therein contained.

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

  
Notary Public/Justice of the Peace

Commission Expiration Date: June 19, 2018

**SUZANNE C. FRENCH**  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/14/2014

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).

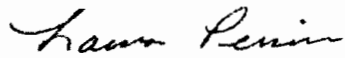
<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>FAX (A/C No.):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com	
<b>INSURED</b> Tri-County Community Action Program, Inc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

**COVERAGES**      **CERTIFICATE NUMBER:** CL1471714530      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NCPCKG0328200	7/22/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			NCAUT0328200	7/22/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			NCFXS0328200	7/22/2014	7/1/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801186			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	(3a.) NH	7/1/2014	7/1/2015	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			All officers included			E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	Professional Liability			NCPCKG0328200	7/22/2014	7/22/2015	Per Occurrence \$1,000,000 Aggregate \$3,000,000

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

<b>CERTIFICATE HOLDER</b>  State of NH Office of Energy & Planning Attn: Kirk Stone 107 Pleasant Street Concord, NH 03301	<b>CANCELLATION</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>AUTHORIZED REPRESENTATIVE</b>  Laura Perrin/KS5 

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

***AUDITED FINANCIAL STATEMENTS***

***FOR THE YEARS ENDED  
JUNE 30, 2013 AND 2012***

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## INDEX TO FINANCIAL STATEMENTS

### Financial Statements

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## INDEPENDENT AUDITOR'S REPORT

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

### *Report on the Financial Statements*

We have audited the accompanying financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization) which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

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

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. 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 financials are free from material misstatement.

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

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

***Basis for Qualified Opinion***

As more fully described in Note B to the financial statements, 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.

***Qualified Opinion***

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion paragraph, 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, 2013 and 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.

***Emphasis of Matter***

As discussed in Note P to the financial statements, the 2012 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

***Other Matters***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental schedule of functional expenses (pages 26-29) and the schedule of expenditures of federal awards on (pages 30-35), as required by Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations are presented for purposes of additional analysis and are 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.

***Other Reporting Required by Government Auditing Standards***

In accordance with Government Auditing Standards, we have also issued our report dated March 31, 2014, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Sincerely,

*Mason & Rich, P.A.*

MASON + RICH PROFESSIONAL ASSOCIATION  
Certified Public Accountants  
Concord, New Hampshire

March 31, 2014

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2013 AND 2012**

<b>ASSETS</b>		<b>2013</b>	<b>2012</b>
<b><i>CURRENT ASSETS</i></b>			
Cash	\$	88,679	\$ -
Accounts Receivable		966,287	626,033
Inventories		65,023	99,759
Due From Insurance		41,353	-
Prepaid Expenses		16,052	-
Other Assets		1,320	-
<b><i>Total Current Assets</i></b>		<u>1,178,714</u>	<u>725,792</u>
<b><i>PROPERTY AND EQUIPMENT</i></b>			
Property, Plant and Equipment		10,937,228	10,585,785
Less: Accumulated Depreciation		<u>(3,954,459)</u>	<u>(3,410,650)</u>
<b><i>Net Property and Equipment</i></b>		<u>6,982,769</u>	<u>7,175,135</u>
<b><i>OTHER ASSETS</i></b>			
Restricted Cash		631,525	442,275
Other Assets		-	46,174
<b><i>Total Other Assets</i></b>		<u>631,525</u>	<u>488,449</u>
<b><i>TOTAL ASSETS</i></b>	<b>\$</b>	<b><u>8,793,008</u></b>	<b>\$ <u>8,389,376</u></b>

*(Continued on next page)*

*The Accompanying Notes are an Integral Part of These Financial Statements*



**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2013 AND 2012**

<b>LIABILITIES AND NET ASSETS</b>		
	<b>2013</b>	<b>2012</b>
<b><i>CURRENT LIABILITIES</i></b>		
Current Portion of Long-Term Debt	\$ 313,590	\$ 3,337,972
Current Portion of Lease Payable	35,874	30,067
Line of Credit	685,587	793,976
Bank Overdraft	-	8,046
Accounts Payable	1,245,898	1,001,434
Accrued Compensated Absences	260,353	406,689
Accrued Salaries	77,408	114,987
Accrued Expenses	117,657	14,753
Other Liabilities	467,840	630,759
<b><i>Total Current Liabilities</i></b>	<b>3,204,207</b>	<b>6,338,683</b>
<b><i>LONG-TERM LIABILITIES</i></b>		
Long-Term Debt, Net of Current Portion	4,602,933	930,918
Lease Payable, Net of Current Portion	5,410	39,603
Interest Rate Swap at Fair Value	82,650	114,433
<b><i>Total Long-Term Liabilities</i></b>	<b>4,690,993</b>	<b>1,084,954</b>
<b><i>TOTAL LIABILITIES</i></b>	<b>7,895,200</b>	<b>7,423,637</b>
<b><i>NET ASSETS</i></b>		
Unrestricted	(250,495)	(375,462)
Unrestricted - Board Designated	22,781	-
Temporarily Restricted	1,125,522	1,341,201
<b><i>TOTAL NET ASSETS</i></b>	<b>897,808</b>	<b>965,739</b>
<b><i>TOTAL LIABILITIES AND NET ASSETS</i></b>	<b>\$ 8,793,008</b>	<b>\$ 8,389,376</b>

*The Accompanying Notes are an Integral Part of These Financial Statements*

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>SUPPORT AND REVENUES</b>			
Grants and Contracts	\$ 13,350,557	\$ 268,289	\$ 13,618,846
Program Funding	1,506,303	-	1,506,303
Utility Programs	1,590,891	-	1,590,891
In-Kind Contributions	695,449	-	695,449
Contributions	311,018	478,531	789,549
Fundraising	30,265	-	30,265
Rental Income	609,832	-	609,832
Interest Income	723	-	723
Gain (Loss) on Disposal	31,280	-	31,280
Other Revenue	142,317	-	142,317
<b>Total Support and Revenues</b>	<u>18,268,635</u>	<u>746,820</u>	<u>19,015,455</u>
<b>NET ASSETS RELEASED FROM RESTRICTION</b>			
Expiration of Program Restrictions	<u>962,499</u>	<u>(962,499)</u>	<u>-</u>
<b>OPERATING EXPENSES</b>			
Agency Fund	1,034,468	-	1,034,468
Headstart	2,521,533	-	2,521,533
Guardianship	757,207	-	757,207
Transportation	1,226,314	-	1,226,314
Volunteer	128,489	-	128,489
Workforce Development	459,244	-	459,244
AOD	1,361,031	-	1,361,031
Carroll County Dental	649,067	-	649,067
Carroll County Restorative Justice	189,210	-	189,210
Support Center	247,906	-	247,906
Homeless	550,703	-	550,703
Energy & Community Development	8,650,600	-	8,650,600
Elder	1,339,397	-	1,339,397
<b>Total Operating Expenses</b>	<u>19,115,169</u>	<u>-</u>	<u>19,115,169</u>
<b>CHANGES IN NET ASSETS FROM OPERATIONS</b>	<u>115,965</u>	<u>(215,679)</u>	<u>(99,714)</u>
<b>OTHER INCOME</b>			
Gain on Interest Rate Swap	<u>31,783</u>	<u>-</u>	<u>31,783</u>
<b>TOTAL CHANGES IN NET ASSETS</b>	<u>147,748</u>	<u>(215,679)</u>	<u>(67,931)</u>
<b>Net Assets, Beginning of Year</b>	<u>(375,462)</u>	<u>1,341,201</u>	<u>965,739</u>
<b>Net Assets, End of Year</b>	<u>\$ (227,714)</u>	<u>\$ 1,125,522</u>	<u>\$ 897,808</u>

(Continued on next page)

The Accompanying Notes are an Integral Part of These Financial Statements

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

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2012

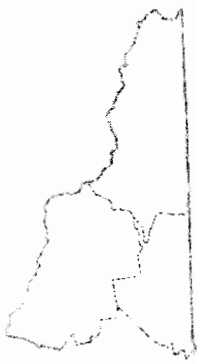
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>SUPPORT AND REVENUES</b>			
Grants and Contracts	\$ 15,732,761	\$ 686,718	\$ 16,419,479
Program Funding	1,935,620	-	1,935,620
Utility Programs	671,725	-	671,725
In-Kind Contributions	411,442	-	411,442
Contributions, as restated	266,155	405,470	671,625
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>1,092,188</u>	<u>20,424,998</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>CHANGES IN NET ASSETS FROM OPERATIONS</b>	<b>(1,807,129)</b>	<b>1,092,188</b>	<b>(714,941)</b>
<b>OTHER EXPENSES</b>			
Loss on Interest Rate Swap	44,620	-	44,620
<b>CHANGES IN NET ASSETS, AS RESTATED</b>	<u><b>(1,851,749)</b></u>	<u><b>1,092,188</b></u>	<u><b>(759,561)</b></u>
<b>Net Assets, Beginning of Year as Previously Reported</b>	<b>2,235,260</b>	<b>-</b>	<b>2,235,260</b>
<b>Prior Period Adjustment, see Note P</b>	<u><b>(758,973)</b></u>	<u><b>249,013</b></u>	<u><b>(509,960)</b></u>
<b>Net Assets, Beginning of Year, as Restated</b>	<u><b>1,476,287</b></u>	<u><b>249,013</b></u>	<u><b>1,725,300</b></u>
<b>Net Assets, End of Year</b>	<u><b>\$ (375,462)</b></u>	<u><b>\$ 1,341,201</b></u>	<u><b>\$ 965,739</b></u>

The Accompanying Notes are an Integral Part of These Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2013 AND 2012**

	2013	2012
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Decrease in Net Assets	\$ (67,931)	\$ (759,561)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Depreciation	577,373	510,568
Gain on Disposal of Property	(64,834)	(2,247)
Gain (Loss) on Interest Rate Swap	(31,783)	44,620
(Increase) Decrease in Operating Assets:		
Restricted Deposit Account - Guardianship	(189,250)	(442,275)
Accounts Receivable	(340,254)	401,365
Inventories	34,736	(20,726)
Due From Insurance	(41,353)	-
Prepaid Expenses	(16,052)	-
Other Assets	44,854	(13,558)
Increase (Decrease) in Operating Liabilities:		
Bank Overdraft	(8,046)	(222,316)
Accounts Payable	244,452	323,594
Accrued Compensated Absences	(146,336)	11,789
Accrued Salaries	(37,579)	8,387
Accrued Expenses	102,904	53,608
Other Liabilities	(162,919)	630,759
Deferred Revenue	-	(670,752)
Total Adjustments	<u>(34,087)</u>	<u>612,816</u>
<i>Net Cash Used in Operating Activities</i>	<u>(102,018)</u>	<u>(146,745)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from Disposal of Property	31,280	2,247
Purchase of Property and Equipment	<u>(351,441)</u>	<u>(324,989)</u>
<i>Net Cash Used in Investing Activities</i>	<u>(320,161)</u>	<u>(322,742)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net Proceeds from Line of Credit	(108,389)	272,036
Repayment of Long-Term Debt	(139,860)	(107,411)
Proceeds from Long-Term Debt	787,493	143,000
Repayment of Capital Lease Obligation	<u>(28,386)</u>	<u>(25,288)</u>
<i>Net Cash Provided by Financing Activities</i>	<u>510,858</u>	<u>282,337</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	88,679	(187,150)
<i>Cash and Equivalents, Beginning of Year</i>	<u>-</u>	<u>187,150</u>
<i>Cash and Equivalents, End of Year</i>	<u>\$ 88,679</u>	<u>\$ -</u>
<b>Supplemental Disclosure of Cash Flow Information</b>		
Cash Paid During the Year For:		
Interest	<u>\$ 260,615</u>	<u>\$ 222,133</u>

See Accompanying Notes are an Integral Part of These Financial Statements



# **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: <http://www.tccap.org> • E-mail: [admin@tccap.org](mailto:admin@tccap.org)

Chief Executive Officer: Michael W. Coughlin

## **BOARD OF DIRECTORS FY2015**

### **COÖS COUNTY**

Board Chair  
Sandy Alonzo

Secretary  
Gary Coulombe

Treasurer  
Cathy Conway

### **CARROLL COUNTY**

Anne Barber

Vice Chair  
Sam Farrington

Michael Dewar

### **GRAFTON COUNTY**

Nancy Kitchen

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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

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

**Key Personnel**

**Weatherization Program – Program Year 2014/2015**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Coughlin	Chief Executive Officer	\$140,000	0.00%	\$0
Andrea Gagne	EHCCO Division Director	\$50,000	5.00%	\$2,500
Gerald Milliken	Program Manager	\$45,000	75%	\$33,750

# MICHAEL W. COUGHLIN, M.S.

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## 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

2012 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 2002  
*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

## **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.
- Review and reconcile division financial reports; produce programmatic reimbursement requests.
- 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.
- Represent EHCCO and Tri-County CAP at local, state, regional and national meetings.
- Assist with other TCCAP management and supervisory duties as needed.

#### **Executive Director**

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

- Provided leadership in developing program, organizational and financial plans with the Board of Directors and other staff to advance the mission of the agency.
- Worked with the Board of Directors and recommended operational objectives that supported the strategic plan and to maintain a shared vision for the future of the agency.
- Hired, supervised and disciplined staff members and ensured personnel had appropriate training and education.
- Maintained a working knowledge of emerging issues and significant developments in the fields of child abuse investigations, team facilitation, and non-profit and agency administration.
- Maintained official records and documents, assured compliance with federal, state, and local regulations.
- Managed and conducted ongoing program evaluation including outcome measures.
- Identified grant opportunities, developed proposals, and produced required reports to funding sources.
- Developed relationships and maintained regular communications with funding sources.
- Managed and oversaw 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.
- Managed and coordinated community wrap-around services for child-victims and their caregivers.

#### **Education**

- |                                     |                               |    |                |
|-------------------------------------|-------------------------------|----|----------------|
| -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    |

## Gerald F. Milliken, Jr.

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### Executive Summary:

- Enthusiastic, dedicated and hardworking professional, offering over 20 years of broad-based experience in Project Direction, policy and procedural development, training and development, budget administration and business operations within fast-paced environment.

### Experience:

Tri-County Community Action Program, Inc.  
**Crew Chief/ State Certified Energy Auditor**

Berlin, NH  
4-1-12 to present

- Executed daily operations of crew members, Job Energy Audits, Job Estimates, Material Inventory and orders,
- Wrote, designed and produced the Microsoft Excel Application Called THE PROGRAM used by all energy auditors in the Tri- County Community Action Programs Weatherization Department. This application uses an MS Excel front end a VBA coded back end and database to take pertinent job information and create a job labor and material estimate, Auto generates job work orders for Crews, Subcontractors, Electricians and Heating Contractors. THE PROGRAM also calculates diagnostic testing's, Job Costing and generates parsing codes for billing systems used by the Weatherization programs funding sources.
- Was instrumental in the design and setup of the TCCAP project tracking website.
- Monitored and reviewed the County Weatherization program in order to ensure that schedules were met, guidelines were adhered to, and work was of good quality.
- Trained and managed crew members and achieved significant improvements in Their productivity .
- Directed and coordinated activities of personnel.
- Supervised and managed energy conservation improvements for county Weatherization n program.
- Supervised crew members, scheduled work hours, resolved conflicts, determined Salaries.
- Established work schedules and assigned work to staff members.
- Performed personnel duties such as hiring staff and evaluating work performance.
- Purchased and maintained tools and equipment.

- Purchased materials, maintaining effective inventory control at the County level.
- Presented and expedited solutions to daily unexpected situations.

Tri- County Community Action Program, Inc.  
**State Certified Energy Auditor**

Berlin, NH  
5-1-05 to 4-1-12

Northern Express Eatery, Inc.  
**President / General Manager**

North Conway, NH  
11-1-2002 to 5-15-2005

- Estimated food and beverage costs, requisitioning and purchasing supplies
- Assisted subordinates in identifying and resolving problems.
- Conferred with food preparation and other personnel to plan menus and related activities.
- Directed hiring and assignment of personnel.
- Investigated and resolved food quality and service complaints.
- Maintained high standard of excellence.
- Maintained all records and produced reports.
- Executed daily operations of restaurant management.

Hatfield-Reynolds Electric an IES, Inc. Company  
**Project Manager**

Phoenix, AZ  
5-15-2000 to 10-30-2002

- Applied knowledge of the construction trade in the daily operation of duties.
- Reviewed project proposals to determine time frame, funding limitations, procedures for
- Accomplishing project, staffing requirements and allotment of available resources to various phases of project.
- Conferred with project staff to outline work plan and to assign duties, responsibilities and scope of authority.
- Reviewed status reports prepared by project personnel and modified schedules and plans as required.
- Demonstrated skillful communication and negotiation skills.
- Coordinated activities concerned with technical developments, scheduling and resolving engineering design and test problems.
- Forecasted monthly cost to complete with successful analysis of labor and material. Prepared and presented departmental information for weekly corporate meetings.
- Presented and expedited solutions to Inventory & Tool Tracking, Material Delivery along with Purchasing Control.
- Identified problems, diagnosed causes and determined corrective actions. Consistently met or exceeded Management and Personal goals.
- Restructured and improved Department changes with close communications of main office.  
Maintained high standards of excellence while earning the trust and respect of Co-workers.
- Responsible for (9) local computers, computer network, program & data design.
- Successfully managed (16) jobs scattered across Northern Arizona in a six

Month period, totaling more than three million dollars.

- Proficient in all aspects of Microsoft Project, Excel, Word, Access, Power Point and others.

ISO Enterprises, Inc.

Lake Havasu City, AZ

President / *General Manager*

6-1-1994 to 5-15-2000

- Purchased ARTISAN ELECTRIC, INC. and changed the name.
- Contracted to perform specified construction work across the state of Arizona in accordance with architect's plans, blueprints, codes and other specifications.
- Estimated costs of materials, labor and use of equipment required to fulfill provisions of contract and prepared bids.
- Conferred with clients to negotiate terms of contract.
- Assisted subordinates in identifying and resolving problems.
- Demonstrated effective presentation skills.

Education:

NHTI

Concord

Associates Degree in Electronic Technology Theory

1985

LRCC

Laconia

Electrical Systems Installation & Maintenance, Required for Journeymen electrical testing.

1988

Additional Training:

- Currently enrolled in an on line 8 CUE training course for Grant Writing for non- profits. To enhance my position on the board of directors and search for a full time grant writer and marketing director at Children Unlimited, Inc.
- Successfully completed GE's prestigious "SIX SIGMA" management course in 2001 While Employed with Hatfield-Reynolds Electric an IES, Inc. Company Phoenix, AZ.
- Successfully completed training courses and seminars for, lead safe work practices, asbestos awareness, OSHA 30, CPR, electrical code updates.
- Successfully completed Business management classes in AZ During the 1995-2001.
- Successfully completed training and testing to be a NH State certified Energy Auditor in 2006.

Community:

- Board member Children Unlimited, Inc., Conway NH "Non- Profit"
- Board member Berlin Revitalization Committee. Berlin NH "Non- Profit"
- Past member of the advisory board and co-designer for the Myotonic Dystrophy

Foundations first website.

Previous owner and webmaster for the Myotonic Dystrophy Information website.

**License:**

- Held an Electrical Journeyman license NH
- Held an Electrical Contractor License AZ

**References:** Available upon request