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

OEP
www.nh.gov/oep

March 29, 2013

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

Sole Source

REQUESTED ACTION

Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract amendment, (Contract #1025875), with Tri-County Community Action Program, Inc. (TCCAP, VC#177195), Berlin, NH, by increasing the contract amount by $425,000.00 from $5,902,623.00 to $6,327,623.00 for the Fuel Assistance Program upon Governor and Council approval, for the period effective April 17, 2013 through September 30, 2013. 100% Federal Funds.

Funding is available in the following account, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified:

	FY2013
Office of Energy & Planning, Fuel Assistance	
01-02-02-024010-77050000	$425,000.00
074-500587 Grants for Pub Assist & Relief	

EXPLANATION

This contract amendment is sole source based on the historical performance of the community action agencies in the New Hampshire Fuel Assistance Program, and the infrastructure that is in place to provide fuel assistance to eligible clients.

The additional amount requested in this contract amendment represents the estimated funds needed by TCCAP to provide benefits to all certified eligible households at the current income limit applying for assistance this program year. This OEP contract amendment will provide TCCAP with program funds to support eligible New Hampshire residents, especially the working poor, elderly, and disabled citizens who are in need of assistance to help pay for heating costs this winter season. All funds will be dedicated to fuel vendor payments.

The NH Fuel Assistance Program (FAP) is a federally-funded statewide program that makes home energy more affordable for income-qualified families, disabled, and elderly residents of New Hampshire. Program funds are targeted to low income households with high energy burdens, and federal law establishes maximum income guidelines. OEP subcontracts to the five Community Action Agencies who are responsible for providing FAP services at the local level. TCCAP serves residents of Coos, Grafton and Carroll Counties, providing fuel assistance to over 6,000 households in a typical funding year.

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

Respectfully submitted,

Joanne Cassulo for

Meredith A. Hatfield
Director
MAH /cml

OFFICE OF ENERGY AND PLANNING

SUBJECT: FUEL ASSISTANCE PROGRAM

AMENDMENT

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

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1025875, item # 10 as approved by Governor and Council on September 19, 2012, the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

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

WHEREAS, The State and the Contractor have agreed to amend the Agreement in certain respects, effective upon Governor and Executive Council approval;

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

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

   A) Price Limitation: Amend Subparagraph 1.8 of the Agreement by striking the current sum of $5,902,623.00 and inserting in place thereof the total sum of $6,327,623.00.

   B) Exhibit B Contract Price: Amend Exhibit B, first paragraph by striking the current sum of $5,902,623.00 and inserting in place thereof the total sum of $6,327,623.00.

   Amend Exhibit B, second paragraph by striking the current sum of $5,336,667.00 and inserting $5,761,667.00 for program costs.

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

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: _____
Todd C. Fahey, Esq., Special Trustee

State of New Hampshire
County of Merrimack

On this 1st day of April, 2013 before me, Jeannette Weeman, the undersigned officer, personally appeared Todd C. Fahey, who acknowledged himself to be the Special Trustee of Tri County CAP, a corporation, and that he, as such Special Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Special Trustee.

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

Jeannette Weeman
Notary Public/~~Justice of the Peace~~

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

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: _____
Assistant Attorney General

Date: April 2, 2013

I hereby certify that the foregoing contract was approved by the Governor and Executive 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 2nd day of August A.D. 2012

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Corporate Authority)

I, Todd C. Fahey, Esq., Special Trustee of Tri-County Community Action Program, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that:

(1) I am the Court-appointed Special Trustee of the Corporation;
(2) I have custody of the books of the Corporation;
(3) I am duly authorized to issue certificates with respect to the contents of such books; and
(4) That the Coos County Probate Court (1st Circuit) authorized, on December 14, 2012, such authority to be in force and effect until at least June 30, 2013, at the request of the NH Department of Justice, Charitable Trusts Unit. A copy of the Order is attached.

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:

Todd C. Fahey, Esq.

TODD C. FAHEY
Special Trustee

IN WITNESS WHEREOF, I have hereunto set my hand as the Special Trustee of the corporation this 1st day of April, 2013.

TODD C. FAHEY
Special Trustee

STATE OF New Hampshire
COUNTY OF Merrimack

On this 1st day of April, 2013, before me, Jeannette Weeman the undersigned Officer, personally appeared Todd C. Fahey who acknowledged ~~her~~/himself to be the Special Trustee of Tri County CAP, a corporation and that ~~she~~/he as such Special Trustee 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.

Jeannette Weeman
Notary Public/~~Justice of the Peace~~

Commission Expiration Date:

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

THE STATE OF NEW HAMPSHIRE
CIRCUIT COURT

COOS COUNTY 1ST CIRCUIT-PROBATE DIVISION

In re: TRI-COUNTY COMMUNITY ACTION PROGRAM INC.

CASE #314-2012-EQ-00288

ORDER

Before the court is an emergency (*ex parte*) request for hearing and petition for the immediate appointment of a special trustee to act in the stead of the board of trustees of Tri-County Community Action Program, Inc., a 501(c) (3) organization (Tri-County). The petition was filed with the court by the Office of Attorney General, Director of Charitable Trusts (the Director) via fax on December 13, 2012 and a copy was provided to Wayne T. Moynihan, Esq., counsel for Tri-County. Because of the nature of the relief requested, as well as the allegations contained in the petition, the request for immediate hearing was GRANTED. A hearing was scheduled and held on Friday morning, December 14, 2012 at the 6th Circuit Probate Division. The Director of Charitable Trusts, Anthony I. Blenkinsop, Esq. was present for the hearing with other members of his staff, including Terry M. Knowles, Assistant Director of Charitable Trusts. Attorney Moynihan, who has filed a general appearance on behalf of the Tri-County board of directors, appeared telephonically. Also present for the hearing was Todd C. Fahey, Esq., the proposed special trustee. Prior to the hearing, Attorney Moynihan filed a partial answer and notice of no objection to the appointment of a special trustee.

Having considered the allegations in the petition and the respective presentations made by the parties at the hearing, the court makes the following order:

1. While the petition has only been circulated by email and/or fax at this point, Attorney Moynihan has acknowledged receipt of service on behalf of Tri-County and, without objection, the court finds that service of process has been accomplished. The Director shall file the original petition with the 1st Circuit-Probate Division forthwith. Mr. Moynihan shall have thirty (30) days from the date of this order to file any responsive pleading to the petition on behalf of Tri-County.

2. Effective as of the date of this order, Todd C. Fahey, Esq. of Orr & Reno, P.A., Concord, New Hampshire, is appointed as a special trustee of Tri-County with all powers under the by-laws of Tri-County and the laws of the State of New Hampshire to act as the Board of Trustees for Tri-County. Without limiting the generality of the foregoing, the special trustee is granted all necessary power to operate the entity and its programs, conserve and/or expend charitable assets as appropriate and lawful, manage personnel matters including decisions regarding the hiring and/or termination of employment of personnel, recruit a new board of directors subject to approval of this court, review and analyze all records of the entity, determine appropriate levels of insurance coverage, ensure proper licensing, and file all appropriate and necessary reports and forms with Federal and State entities, including, but not limited to the IRS, Secretary of State, and the Charitable Trusts Unit.

3. Until further notice from this court, the power and authority of the current board of directors is suspended, but board members are not discharged of their duties.

4. Tri-County, through its suspended board of directors, executive staff, and employees, shall cooperate fully with the special trustee and shall retain all of its records, of any source or nature, including all electronic records of any kind, and shall make any and all records and financial information of Tri-County available to the special trustee, at his request, throughout the term of the special trustee's appointment. Should the special trustee not receive the cooperation of any such individuals he may file an appropriate motion with this court.

5. Within fourteen (14) days of this order, Tri-County shall provide the special trustee and the Director of Charitable Trusts with an accurate list of the names and addresses of its board members and officers for calendar year 2012, including members or officers who were new to the board, or left the board during this time.

6. The special trustee shall be responsible for determining, as a preliminary matter, whether Tri-County can be a viable non-profit entity moving forward, what is necessary to bring financial stability to the entity, and how best to ensure a continuity of services as are currently provided to its customers/service population.

7. The special trustee may charge a rate of up to $275 per hour, to be billed on a monthly basis to Tri-County, to the attention of the chief executive officer or individual acting in such a capacity, with a copy to the Director of Charitable Trusts. The special trustee may also incur reasonable and necessary expenses necessary to his work as special trustee, which he may bill to Tri-County. Tri-County shall pay the special trustee's monthly bill within fifteen (15) days of receipt and shall immediately place in reserve $7,500.00 for the purpose of satisfying any special trustee billing. Any party may request a hearing on the special trustee's bill(s), which the Court will

schedule at its discretion. The special trustee may also be permitted to withdraw upon motion to the Court if Tri-County shall fail to make payment as required herein.

8. The special trustee may retain the services of at least one additional professional individual to assist him with his work as a special trustee. Attorney Fahey has suggested that he might retain John Gilbert as a consultant. Mr. Gilbert's fees shall be discussed in the first instance with the Director and the court shall be notified of the billing rate upon agreement; if an agreement cannot be reached, the issue shall be presented to the court. Billing and payment of this individual to be handled in accordance with the provisions of paragraph 7, above. Should the special trustee determine it necessary to retain additional individuals or entities to assist him in his work, including bankruptcy counsel, he shall file a motion requesting authority to take such action with the court.

9. Commencing January 15, 2013, the special trustee shall file quarterly reports with this court regarding his progress, and the status of resolving Tri-County's financial, governance, and compliance issues. Copies of these reports shall be provided to the Director of Charitable Trusts. The special trustee and the Director of Charitable Trusts may request periodic meetings with each other to discuss the progress of the special trustee and the special trustee may request a hearing before the court at his discretion to address any matters under his jurisdiction.

10. The Court, upon its own motion, or upon motion of the special trustee, or the Director of Charitable Trusts, may terminate the appointment of the special trustee when the issues set forth in the Petition have been satisfactorily addressed.

11. This order concerns the appointment of a special trustee. Nothing in this order shall limit the authority of the Office of the Attorney General to bring any other necessary enforcement action against Tri-County, its board, or its employees or agents, as it deems necessary under its common law and/or statutory authority, in any appropriate judicial forum.

12. **A status conference is scheduled for 11:00 a.m. on Tuesday, January 15, 2013 in the 6th Circuit Probate Division in Concord.** The special trustee, appropriate and authorized representatives of Tri-County, and the Director of Charitable Trusts, shall be required to attend this conference for the purposes of discussing and determining an appropriate course of action, as well as any other issues as may be necessary. A further order of the court may be issued following that hearing.

SO ORDERED.

Dated: December 14, 2012
2:00 p.m.

David D. King, Judge

Client#: 53575 TRICO2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/28/12

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
Davis Towle Morrill & Everett
115 Airport Road
P O Box 1260
Concord, NH 03302-1260

CONTACT NAME:
PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Co.	
INSURER B : Memic Indemnity Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tri County Community Action Program Inc
30 Exchange Street
Berlin, NH 03570

COVERAGES CERTIFICATE NUMBER: 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			PHPK897586	07/22/2012	07/22/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY			PHPK897586	07/22/2012	07/22/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / OCCUR			PHUB390921	07/22/2012	07/22/2013	EACH OCCURRENCE	$2,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801186	07/01/2012	07/01/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Workers Compensation**
Excluded Officers: Karen Matthews, William Hatch and Rudy Urban
Workers Compensation States: NH

CERTIFICATE HOLDER

State of New Hampshire, Office
of Energy and Planning
107 Pleasant Street
Johnson Hall
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

www.rlbco.com
accting@rlbco.com

41 Bates Street
Portland, Maine 04103

Tel: (207) 775-1717
Fax: (207) 775-7103

INDEPENDENT AUDITORS' REPORT

March 30, 2012

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

We have audited the accompanying statements of financial position of Tri-County Community Action Program, Inc. as of June 30, 2011 and 2010, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Corporation's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, 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, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2012, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Ron L. Beaulieu & Co.

Certified Public Accountants

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30,

	2011	2010
CURRENT ASSETS		
Cash	$ 111,589	$ 69,868
Accounts receivable (net)	1,041,416	750,966
Unbilled receivables	-	161,742
Inventories	79,033	70,000
Total current assets	1,232,038	1,052,576
FIXED ASSETS		
Real estate	8,277,328	6,343,701
Equipment	1,983,468	1,354,625
Construction-in-progress	-	1,158,598
Total fixed assets	10,260,796	8,856,924
Less: accumulated depreciation	(2,866,319)	(2,413,753)
Net fixed assets	7,394,477	6,443,171
OTHER ASSETS		
Restricted cash	187,150	-
Other assets	32,616	34,124
Total other assets	219,766	34,124
TOTAL ASSETS	$ 8,846,281	$ 7,529,871
CURRENT LIABILITIES		
Accounts payable	545,549	885,866
Accrued compensated absences	394,900	390,969
Accrued expenses	70,566	27,913
Deferred revenue	722,260	237,766
Line of credit	521,940	500,000
Current portion of long-term debt	106,357	603,027
Current portion of lease payable	41,611	42,911
Total current liabilities	2,403,183	2,688,452
LONG-TERM LIABILITIES		
Long-term debt, less current portion	4,126,944	2,542,542
Lease payable, less current portion	80,894	113,234
Total current liabilities	4,207,838	2,655,776
TOTAL LIABILTIES	6,611,021	5,344,228
NET ASSETS		
Unrestricted	2,235,260	2,185,643
TOTAL NET ASSETS	2,235,260	2,185,643
TOTAL LIABILTIES AND NET ASSETS	$ 8,846,281	$ 7,529,871

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30,

	2011	2010
REVENUES:		
Grants and contracts	$ 19,974,952	$ 21,581,303
Program funding	1,240,805	1,289,003
Rental income	408,436	313,837
Contributions	762,379	442,054
Fundraising	39,061	39,134
Gain/loss on disposal	8,100	26,550
Other revenue	665,559	722,462
Interest income	1,742	321
In-kind contributions	734,597	641,026
TOTAL REVENUES	23,835,631	25,055,690
EXPENSES:		
Program services:		
Agency Fund	2,220,285	1,699,510
Agency Other	1,166,409	956,718
Head Start	2,722,104	2,535,120
Guardianship	820,528	797,750
Transportation	555,228	665,302
Volunteer	378,624	552,270
Workforce Development	542,424	499,019
AOD	1,413,081	1,410,349
Carroll County Dental	450,558	513,437
Carroll County Restorative Justice	285,410	208,592
Support Center	302,572	324,348
Housing, Economic, and Community Development	994,420	544,926
Energy, Community Contact, and Homeless	8,658,745	11,208,412
Elder	1,699,959	1,405,515
Total program services	22,210,347	23,321,268
Support services:		
Management and General	1,575,667	1,232,469
Total support services	1,575,667	1,232,469
TOTAL EXPENSES	23,786,014	24,553,737
INCREASE (DECREASE) IN NET ASSETS	49,617	501,953
NET ASSETS - JULY 1	2,185,643	1,683,690
NET ASSETS - JUNE 30	$ 2,235,260	$ 2,185,643

See accompanying independent auditors' report and notes to financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coös, Carroll & Grafton Counties

30 Exchange Street, Berlin, N.H 03570
(603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: http://www.tccap.org • E-mail: admin@tccap.org
Chief Operating Officer: Peter Higbee

March 19, 2013

Tri-County Community Action Program, Inc.
Board of Directors

The Board of Directors of Tri-County CAP, Inc., was suspended in Coös County Probate Court (Case #314-2012-EX-00288) on December 14, 2012. Todd C. Fahey, Esq., was appointed Special Trustee of Tri-County Community Action Program until such time as the issues resulting in his appointment have been satisfactorily addressed. The Special Trustee holds all powers under the by-laws of Tri-County CAP and the laws of the State of New Hampshire, to act as the Board of Tri-County, and also to exercise broad administrative powers.

Tri-County Community Action Program

For Program Year 10/1/12 – 9/30/13

Statement of key personnel salaries and percentage to be paid from this contract:

The key personnel involved in administering the program funded through this contract are Peter Higbee, Chief Operations Officer, and Kathleen McCosh, EHCCO Division Manager. Peter Higbee's annual salary is $83,308; Kathleen McCosh's annual salary is $62,213.

Neither Higbee nor McCosh will have any of their salaries be paid for by this grant.

Résumé

Peter G. Higbee

Professional Experience

February, 1999 to present

Tri-County CAP, Inc.
Berlin, NH

Deputy Director/Chief Operating Officer, *responsible for organizational development, IT, and planning and management support for Tri-County CAP's comprehensive array of human service programs. Functions as COO of agency with multiple projects, 300+ staff.*

February, 1996 to January 1999

Tri-County CAP, Inc.
Berlin, NH

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

September, 1987 to August, 1996

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

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

October, 1986 to February, 1996

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

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

September, 1980 to October, 1986

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

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

September, 1977 to September, 1980

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

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

February, 1975 to August, 1977

Coppermine School
Franconia, NH

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

Education

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

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

training includes child and family and victim-offender mediation.

Organizations & Memberships

Nov., 2011 to present

City of Berlin, NH
Berlin, NH

Elected City Council Member, *Ward III.*

2008 to present

Berlin Industrial Development and Park Authority
Berlin, NH

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

1999 to 2009

North Country Health Consortium
Littleton, NH

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

1998 to present

NH CAP Association -- Technology Committee
Statewide, NH

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

1988 to 1998

Ammonoosuc Community Health Services
Littleton, NH

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

1986 to 1996

New Hampshire Head Start Directors' Association
Statewide, NH

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

1984 to 1998

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

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

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

KATHLEEN MCCOSH

EXPERIENCE

1980–1981 Tri-County Community Action Programs Berlin, NH

Agency bookkeeper

- Accomplished manual payroll and A/P functions
- Learned non profit agency procedures from entry to executive levels
- Resolved several longstanding accounting problems and instituted standards for fiscal efficiency and responsibility

1981–1990 Tri-County CAP Berlin NH

Weatherization administrative assistant

- Responsible for department payroll and A/P
- Coordinated staff, suppliers and contractors
- Work with program clients, including home visits and State monitorings
- Gained knowledge of construction and energy conservation practices

1990–1995 Tri-County CAP Berlin, NH

Energy Programs Coordinator

- Promoted to manage Fuel Assistance in addition to above Weatherization duties
- Responsible for multi-million dollar program administration, direct benefits, hiring, supervising and firing
- Managed agency's first significant single family rehab program

1995 to present Tri-County CAP Berlin, NH

Manager; Energy, Housing and Community Contact

- Promoted to manage expanded division created during agency restructuring; includes oversight of 8 community based offices, homeless shelter and homeless programs staff, division owned properties
- Managed $300,000 construction project for TCC office at Grand Trunk Railroad Station; CDBG grant administration and USDA/RD construction management; worked with bank, architects, contractors and funders to complete project on time and under budget
- Expanded single family rehab projects using HUD HOME funds, CDBG, Community Loan Fund, USDA/HPG and HUD Lead Hazard Reduction funds; average annual projects of $500,000
- Conduct comprehensive physical home inspections to evaluate existing conditions and determine improvements; inspected an average of 60 homes per year
- Manage 24 different fund accounts; report to and maintain confident relations with several agencies and funders; work closely with variety of auditors

EDUCATION

1980 Berlin High School Berlin, NH

- Graduated high honors
- Various post secondary education at UNH, Plymouth State College, White Mountains Community College and other specific training in management, finance and construction

ACCOMPLISHMENTS

- Advanced computer abilities; proficient in Microsoft Word, Excel and PowerPoint, program-specific data bases; internet and email
- United States Department of Energy award for excellence
- Extensive experience with financial audits and management performance reviews, outside CPA firms as well as Federal and State auditors
- Constructed own house 1988
- Department of Energy, NH Governor's Office and TCC Board of Director's recognition for distinguished service

References available upon request

JOHN H. LYNCH
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

OEP
www.nh.gov/oep

September 4, 2012

His Excellency, Governor John H. Lynch,
and the Honorable Council
State House
Concord, New Hampshire 03301

Approval by the Governor
and Council on 9/19/12
Agenda Item 10
PO 1025875

REQUESTED ACTION

1) Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract with Tri-County Community Action Program, Inc., (VC #177195), Berlin, NH, in the amount of $5,902,623.00 for the Fuel Assistance Program contingent upon Governor and Executive Council approval from October 1, 2012 through September 30, 2013. 100% Federal Funds.

Funding is available in the following account, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified:

	FY 2013	FY 2014
Office of Energy & Planning, Fuel Assistance		
01-02-02-024010-77050000	$5,761,134.00	$141,489.00
074-500587 Grants for Pub Assist & Relief		

2) Further request authorization to advance Tri-County Community Action Program, Inc. $588,750.00 from the above-referenced contract amount.

EXPLANATION

This contract is **SOLE SOURCE** based on the historical performance of the community action agencies with the New Hampshire Fuel Assistance Program.

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

The advance of funds will enable the Community Action Agency to operate between monthly reimbursements from the State.

The federal Low Income Home Energy Assistance Program Block Grant (LIHEAP) funds the Fuel Assistance Program. The federal LIHEAP program operates on an October 1, 2012 to September 30, 2013 program year and at this time, Congress has not finalized appropriations for fiscal year 2013. Therefore the contract amount for each of the Community Action Agencies is based on anticipated funding. No funds will be obligated under this contract unless federal monies are available to be expended.

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

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

Respectfully submitted,

Joanne Cassulo

Joanne Cassulo
Interim Director

JC/cml

Enclosure

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

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 Street, Johnson Hall Concord, New Hampshire 03301-8501	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street, Berlin, NH 03570	
1.5 Contractor Phone No. (603) 752-7001	1.6 Account Number 01-02-02-024010-77050000 074-500587 Posting Activity # 02E13A	1.7 Completion Date September 30, 2013	1.8 Price Limitation $5,902,623
1.9 Contracting Officer for State Agency Celeste Lovett, Fuel Assistance Program Manager		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Joseph Costello, Chief Executive Officer	

1.13 Acknowledgment: State of New Hampshire County of Coos
On August 28, 2012, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[SEAL] Suzanne C. French

1.13.2 Name and Title of Notary Public or Justice of the Peace

Suzanne C. French, Notary

SUZANNE C. FRENCH
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 13, 2013

1.14 State Agency Signature

Joanne Cassulo

1.15 Name and Title of State Agency Signatory

Joanne Cassulo, Interim 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: 8-31-12

1.18 Approval by the Governor and Executive Council

By: DEPUTY SECRETARY OF STATE SEP 19 2012

Contractor Initials JC
Date 8/28/12

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

Contractor Initials
Date 8/2/13

(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.

Contractor Initials
Date

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.

Contractor Initials
Date

EXHIBIT A
SCOPE OF SERVICES

The Contractor agrees to provide Low Income Home Energy Assistance Program Services to low-income individuals, and agrees to perform all such Services and other work necessary to operate said Services in accordance with the principles and objectives set forth in the Program Year 2013 Fuel Assistance Program Procedures Manual (Procedures Manual).

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

1. Outreach, eligibility determination and certification of FAP applicants.

2. Payments directly to energy vendors:
   a. Reimbursement for goods and services delivered
   b. Lines of credit
   c. Budget plan payments

3. Payments directly to landlords, via vouchers, for renters who pay their energy costs as undefined portions of their rent.

4. Payments directly to clients only when deemed necessary as defined in the Procedures Manual.

5. Emergency Assistance in the form of reimbursement for goods or services delivered in 3 and 4 above.

EXHIBIT B
CONTRACT PRICE

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of $5,902,623 (which hereinafter is referred to as the "Grant").

Upon the State's receipt of the 2013 Low Income Home Energy Assistance Program grant from the US Department of Health and Human Services, the following funds will be authorized:

> $440,660 for administrative costs, of which $55,083 will be issued as a cash advance,
> $5,336,667 for program costs, of which $533,667 will be issued as a cash advance,
> $125,296 for Assurance 16.

The dates for this contract are October 1, 2012 through September 30, 2013.

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

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

EXHIBIT C

SPECIAL PROVISIONS

1. Subparagraph 1.16 of the General Provisions, shall not apply to this agreement.

2. On or before the date set forth in Block 1.7 of the General Provisions the Contractor shall deliver to the state an independent audit of the Contractor's entire agency by an independent auditor.

3. This audit shall be conducted in accordance with the audit requirements of Office of Management and Budget (OMB) Circular A-133 Audits of Institutions of Higher Education, and other Non-profit Organizations.

4. The audit report shall include a schedule of revenues and expenditures by contract or grant number during the agency's fiscal year.

5. The audit report shall include a schedule of prior years' questioned costs along with an agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to OEP. The audit shall be forwarded to OEP within one month of the time of receipt by the agency accompanied by an action plan for each finding or questioned cost.

6. Delete the following from paragraph 10 of the General Provisions, "To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."

7. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 10CFR 600.103 and OMB Circular A-122.

8. Program and financial records pertaining to this contract shall be retained by the agency for 3 (three) years from the date of submission of the final expenditure report or until all audit findings have been resolved.

9. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995", the following provisions are applicable to this grant award:

    a) Section 507: "Purchase of American –Made Equipment and Products-It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

    b) Section 508: " When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including

but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources."

10. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.6).

11. INSURANCE AND BOND

14.1.1 Amend insurance requirements as follows:
comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 each occurrence and $2,000,000 general aggregate and excess liability of $2,000,000 general aggregate.

12. ADVANCES. Advance funds must be used solely for Fuel Assistance Program expenditures. Advance program funds are to be used only for Fuel Assistance Program vendor payments. All Fuel Assistance Program payments including Advance program payments must be transferred from the Community Action Agency's general operating account into a specific Fuel Assistance Program account within 48 hours after being received electronically from the State.

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 GRANTEES OTHER THAN INDIVIDUALS, cont'd

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

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

30 Exchange St., Berlin, Coos County, NH 03570

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

Tri-County Community Action Program, Inc. — Contractor Name

October 1, 2012 to September 30, 2013 — Period Covered by this Certification

Joseph Costello, CEO
Name and Title of Authorized Contractor Representative

Contractor Representative Signature

8/28/12
Date

Initials JC Date 8/28/12

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):
LIHEAP

Contract Period: October 1, 2012 to September 30, 2013

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-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Representative Signature	Joseph Costello, CEO Contractor's Representative Title
Tri-County Community Action Program, Inc. Contractor Name	8/28/12 Date

STANDARD EXHIBIT F

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

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

Instructions for Certification

(1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Office of Energy and Planning's (OEP) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when OEP determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, OEP may terminate this transaction for cause or default.

(4) The prospective primary participant shall provide immediate written notice to the OEP agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

(6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by OEP.

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

(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, OEP may terminate this transaction for cause or default.

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

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Representative Signature	Joseph Costello, CEO Contractor's Representative Title
Tri-County Community Action Program, Inc. Contractor Name	8/26/02 Date

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Representative Signature	Joseph Costello, CEO Contractor's Representative Title
Tri-County Community Action Program, Inc. Contractor Name	8/28/12 Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT H

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

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

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

Contractor Representative Signature	Joseph Costello, CEO Contractor's Representative Title
Tri-County Community Action Program, Inc. Contractor Name	8/28/12 Date

FAP Approval to Obligate **Example Only** **Exhibit I**

Date

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

BMCA

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
CONTRACTED BUDGET	**81,401.00**	**1,412,466.00**	**1,000.00**	**75,618.00**	**1,570,485.00**
EXPECTED BUDGET	81,401.00	1,092,466.00	1,000.00	75,618.00	1,250,485.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**81,401.00**	**1,092,466.00**	**1,000.00**	**75,618.00**	**1,250,485.00**
TOTAL AVAILABLE TO OBLIGATE	81,401.00	1,092,466.00	1,000.00	75,618.00	1,250,485.00
NOT AUTHORIZED TO OBLIGATE	0.00	320,000.00	0.00	0.00	320,000.00

RCCA

Date

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

SNHS

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
CONTRACTED BUDGET	**135,549.00**	**2,179,169.00**	**1,000.00**	**122,070.00**	**2,437,788.00**
EXPECTED BUDGET	135,549.00	1,819,169.00	1,000.00	122,070.00	2,077,788.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**135,549.00**	**1,819,169.00**	**1,000.00**	**122,070.00**	**2,077,788.00**
TOTAL AVAILABLE TO OBLIGATE	135,549.00	1,819,169.00	1,000.00	122,070.00	2,077,788.00
NOT AUTHORIZED TO OBLIGATE	0.00	360,000.00	0.00	0.00	360,000.00

SWCS

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
CONTRACTED BUDGET	**70,689.00**	**1,248,699.00**	**750.00**	**63,621.00**	**1,383,759.00**
EXPECTED BUDGET	70,689.00	948,699.00	750.00	63,621.00	1,083,759.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**70,689.00**	**948,699.00**	**750.00**	**63,621.00**	**1,083,759.00**
TOTAL AVAILABLE TO OBLIGATE	70,689.00	948,699.00	750.00	63,621.00	1,083,759.00
NOT AUTHORIZED TO OBLIGATE	0.00	300,000.00	0.00	0.00	300,000.00

SCCA

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
CONTRACTED BUDGET	**55,182.00**	**1,085,582.00**	**750.00**	**48,635.00**	**1,190,149.00**
EXPECTED BUDGET	55,182.00	740,582.00	750.00	48,635.00	845,149.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**55,182.00**	**740,582.00**	**750.00**	**48,635.00**	**845,149.00**
TOTAL AVAILABLE TO OBLIGATE	55,182.00	740,582.00	750.00	48,635.00	845,149.00
NOT AUTHORIZED TO OBLIGATE	0.00	345,000.00	0.00	0.00	345,000.00

TCCA

Date

	ADMIN.	FA PROGRAM	ELDERLY	HHS-WAP	TOTAL
CONTRACTED BUDGET	**131,191.00**	**2,247,683.00**	**1,000.00**	**113,613.00**	**2,493,487.00**
EXPECTED BUDGET	131,191.00	1,760,683.00	1,000.00	113,613.00	2,006,487.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	**131,191.00**	**1,760,683.00**	**1,000.00**	**113,613.00**	**2,006,487.00**
TOTAL AVAILABLE TO OBLIGATE	131,191.00	1,760,683.00	1,000.00	113,613.00	2,006,487.00
NOT AUTHORIZED TO OBLIGATE	0.00	487,000.00	0.00	0.00	487,000.00

Contractor Initials

Date 5/26/10

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 Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

CEO Joseph Costello, CEO

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc. 8/28/12

(Contractor Name) (Date)

Contractor initials: JC
Date: 8/28/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073975708 _____

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

_____NO ✓ YES

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

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

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

_____NO ✓ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

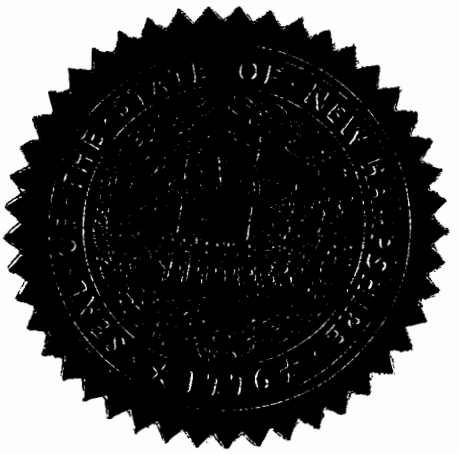
Name: _____ Amount: _____

Contractor initials: _____
Date: 8/25/12

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 2nd day of August A.D. 2012

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporate Authority)

I, Rudolph Urban, 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 April 26, 2012, such authority
(date)
to be in force and effect until September 30, 2013.
(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:

Joseph Costello (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. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 28th day of August, 2012.

Clerk/Secretary

STATE OF New Hampshire
COUNTY OF Coös

On this 28th day of August, 2012, before me, Suzanne C. French, the undersigned Officer, personally appeared Rudolph Urban 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.

Suzanne C. French
Notary Public/Justice of the Peace

Commission Expiration Date: August 13, 2013

SUZANNE C. FRENCH
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 13, 2013